FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1514075-000

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FD-1057 (Rev. 5-8-10)

UNCLASSIFIED

FEDERAL BUREAU OF INVESTIGATION

Electronic Communication

Title: (U) Subfile Opening Document **Date:** 03/10/2017

From: NEW YORK
NY-C19
Contact: [redacted]

Approved By: A/SSA [redacted]

Drafted By: [redacted]

b6
b7C
b7E

Case ID #: 9A-NY-2138377-GJ (U) DAVID D'AMATO, JANE O'BRIEN MEDIA;
MULTIPLE VICTIMS;
AGGRAVATED OR OVERT THREATS

Synopsis: (U) To open Grand Jury subfile

Details:

To open Grand Jury subfile

♦♦

UNCLASSIFIED

U.S. Department of Justice

United States Attorney
Southern District of New York

The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York, New York 10007

February 20, 2017

By Fax

[redacted] b3 b6 b7C

To whom it may concern:

Please be advised that the accompanying grand jury subpoena has been issued in connection with an official criminal investigation of a suspected felony being conducted by a federal grand jury. The Government hereby requests that you voluntarily refrain from disclosing the existence of the subpoena to any third party. While you are under no obligation to comply with our request, we are requesting you not to make any disclosure in order to preserve the confidentiality of the investigation and because disclosure of the existence of this investigation might interfere with and impede the investigation. If you intend to disclose the existence of this subpoena to a third party, please let me know before making any such disclosure.

Thank you for your cooperation in this matter.

Sincerely,

PREET BHARARA
United States Attorney

By: /s/ David Abramowicz
David Abramowicz
Assistant United States Attorney
Southern District of New York
212-637-6525

FACSIMILE COVER SHEET

U.S. ATTORNEY'S OFFICE, SDNY
ONE SAINT ANDREW'S PLAZA
NEW YORK, NY 10007

****

From: David Abramowicz

Office Phone No.: (212) 637-6525

Fax Number: (212) 637-0421

Email: david.abramowicz@usdoj.gov

No. pages (including cover sheet): 8

Date sent: February 20, 2017

****

CONFIDENTIAL U.S. ATTORNEY FACSIMILE COMMUNICATION

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****

To: [redacted] b3 b6 b7C

Re: Federal Grand Jury Subpoena - Corrected

127685

FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry

FEDERAL GRAND JURY MATERIAL - DISSEMINATE PURSUANT TO RULE 6(E)

Do not disseminate except as authorized by federal rule of criminal procedure 6(e).

b6
b7C

The return is attached in the 1A section of this report.

Investigation on 03/10/2017 at New York, New York, United States (Email)

File # 9A-NY-2138377-GJ Date drafted 03/10/2017

by

b6
b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1514075-000

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Page 92 ~ Duplicate;
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FD-1057 (Rev. 5-8-10)

UNCLASSIFIED

FEDERAL BUREAU OF INVESTIGATION

Electronic Communication

Title: (U) Opening EC **Date:** 02/27/2017

From: NEW YORK
NY-C19
Contact: [redacted]

Approved By: A/SSA [redacted]

Drafted By: [redacted]

b6
b7C
b7E

Case ID #: 9A-NY-2138377 (U) DAVID D'AMATO, JANE O'BRIEN MEDIA; MULTIPLE VICTIMS; AGGRAVATED OR OVERT THREATS

Synopsis: (U) To request a full investigation be opened and assigned to SA [redacted] and Detective [redacted]

b6
b7C

Full Investigation Initiated: 02/27/2017

Enclosure(s): Enclosed are the following items:
1. (U) Information from SDNY

Details:

On February 19, 2017, the United States Attorney's Office, Southern District of New York (SDNY), forwarded information to the FBI-New York's Criminal Division regarding a referral SDNY received from the Nassau County District Attorney's Office concerning possible violations of federal criminal and cyber laws. The case came to the attention of the Nassau County District Attorney's Office from movie directors who made a documentary about JANE O'BRIEN MEDIA and its founder, DAVID D'AMATO, a resident of Garden City, New York.

In recent years, D'AMATO, under the guise of JANE O'BRIEN media, sponsored "Competitive Endurance Tickling" contests in Los Angeles, California. D'AMATO, again through JANE O'BRIEN MEDIA, solicited athletic men between the ages of 18-23 years of age to participate in the competitions. Participants from across the country and world flown

to Los Angeles and paid for their participation. Sometime thereafter, some participants found these videos posted on websites bearing the participants' name (so they would easily appear in online searches for the name of the participants). Some participants, and their current and potential employers and family members, received emails containing vulgar language, racist comments, and threats of lawsuits. Attached in the 1A section of this report is information related to D'AMATO and his companies, which was forwarded to SA [redacted] from SDNY.

SDNY requested the FBI-New York investigate D'AMATO and JANE O'BRIEN MEDIA to determine if any federal criminal or cyber laws were violated. It is requested a case be opened and assigned to Special Agent [redacted] and New York City Police Department (NYPD) Detective and Task Force Officer [redacted]

b6
b7C

♦♦

[redacted] (NY) (FBI)

From: [redacted] (USANYS) [redacted]
Sent: Monday, February 20, 2017 3:23 PM
To: [redacted] (NY) (FBI) [redacted] (NY) (FBI) b6
Subject: FW: David D'Amato b7C

Below are links we can apparently use to watch the movie online.

From [redacted]
Sent: Monday, February 20, 2017 3:21 PM
To [redacted]
Subject: Re: David D'Amato

Here's a screener you can watch from a computer (and perhaps a phone or anything else with Internet access):

Here is Tickled:
https://vimeo.com/181131054
pw: thecatiscalledharrypotter

Here is The Tickle King:
https://vimeo.com/201947943
password: thecatiscalledharrypotter

-

CAMERON STRACHER
MEDIA AND ENTERTAINMENT LAW

4 NEW YORK PLAZA, 2D FLOOR
NEW YORK, NY 10004
PHONE: 212.743.6513
CELL: 917.501.6202
WWW.STRACHERLAW.COM

On Feb 20, 2017, at 2:09 PM, [redacted] (USANYS) [redacted] wrote:

[redacted]
Do you have a DVD of the film you could send me? We'd be interested in reviewing a copy.
Best regards,
[redacted]

[redacted] b6 b7C
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
One Saint Andrew's Plaza
New York, NY 10007
[redacted]

[redacted]

From: [redacted]
Sent: Monday, February 20, 2017 2:44 PM
To: [redacted]
Subject: David D'Amato

[redacted] In connection with our conversation yesterday, and without waiving any privilege my clients may have under NY or federal law, attached and below find some information about David D'Amato that I hope is helpful to your office. As I mentioned, "Tickled" premieres on HBO on Feb. 27, along with a short update about D'Amato's activities to date. b6 b7C

See [redacted]

[redacted] In addition, the film will be screened at IFC tomorrow at 7pm in Tribeca, followed by a Q&A with the film's director, [redacted] and me. If you and/or anyone in your office wanted to attend, please let me know and we will set aside tickets.

See [redacted]

Attached are the following documents:

1-1: Certification of Incorporation for "Nederdietsen Group, Inc." in NY by David D'Amato, which lists D'Amato's address at 734 Franklin Ave., Suite 617, Garden City NY.
1-2: List of domain names associated with "Jane O'Brien" and various tickling sites owned by "Nederdietsen BV," a company supposedly organized in the Netherlands, but that does not exist, and which my clients believe is a front for D'Amato's activities.
1-3: A receipt for Globalscape issued to David D'Amato, "Nederdietsen BV," at 734 Franklin Ave., Garden City. Note that not only is the bill to Nederdietsen BV in D'Amato's name, Nederdietsen BV and Nederdietsen Group, Inc. share the same address in Garden City.

2-1: Articles of Organization for "TD Design, LLC" in NY.
2-2: ICS credit card authorization for "TD Design" Amex card no. [redacted] signed by David D'Amato.
2-3: ICS Agreement dated May 30, 2014 with David D'Amato indicates D'Amato's address is 14781 Memorial Drive, Houston TX.
2-4: Luxe Hotels credit card authorization for "TD Design" Amex card no. [redacted] b6 b7C also indicates address is [redacted]

Also, note similarity in signatures for "TD Design" in 2-4, Jane O'Brien in 3-1, and [redacted] D'Amato in 3-2.

4-1: Articles of Incorporation (and Dissolution) of Jane O'Brien Media, LLC in NY. (We believe entity was incorporated by D'Amato, but then dissolved).

5-1: Receipt from the Nevada Secretary of State shows fee for registering Jane O'Brien Media billed to TD Design, address at [redacted] (same as D'Amato in 2-3 above).
5-2: Application for registration of TD Design as foreign LLC in Nevada. Note that application is dated 8/7/2012 and TD Design was not formed until 2015 (see 2-1). The registration was actually revoked in 2013.

6-1 through 6-3. Checks issued from the bank account of TD Design, located at [redacted] b6 b7C [redacted] to [redacted] believed to be for payment to various

Tickling participants [redacted] is a known D'Amato associate who has threated [redacted] and [redacted]

7-1: Receipt for flight for "tickling" participant paid for on TD Design Amex card and authorized by [redacted] b6 b7C

8-1: Legal threat from [redacted] to my clients that was not written by [redacted] (by his own admission), but believed to be written by D'Amato.
8-2: Same.

Also, note that D'Amato claimed to be a lawyer and threatened the film's other director, [redacted] with legal process at the LA screening of Tickled.
See: https://www.facebook.com/MagnoliaPictures/videos/10154133024155985/. At 17'50" D'Amato refers to himself as a "New York attorney" then pats [redacted] on shoulder. At 44'40" he threatens Tickled with lawsuits in front of the crowd.

Finally, attached are several emails from "Jane O'Brien," which we believe to be from D'Amato, telling foreign Tickling participants how to evade US immigration laws (Immigration 1 and 2), and a list of young men we believe have been threatened with harassment and cyber stalking by D'Amato. We have not told these men that we are providing their names to you, and we would appreciate if you did not share that information with them. Also, note that in January of this year, "Jane O'Brien" posted [redacted] tickling video on Porn Hub without his consent. *See* [redacted] b6 b7C

Let me know if you receive because there are many files here. Thanks.

-

From: <globalscape-store@globalscape.com>
Date: Thursday, 13 March 2014 2:35 PM
To: <paypal@nederdietsen.com>
Subject: GlobalSCAPE Invoice

globalscape
Securely connected

Thank you for choosing GlobalSCAPE. Your registration serial number(s) are shown below. You can find sof
download links and instructions here: http://www.globalscape.com/support/reg.aspx.

globalscape
Securely connected

Invoice 1213711

4500 Lockhill-Selma, Suite 150
San Antonio, TX 78249
Tel: 1-210-308-8267 Fax: 1-210-690-8824

Order Date: 12-Mar-1
Customer ID: 1086995

Bill To:	Ship To:
David D'Amato Nederdietsen, BV 734 Franklin Ave. Garden City, NY 11530 United States paypal@nederdietsen.com	David D'Amato David D'Amato 14781 MEMORIAL DR. Houston, TX 77079 United States paypal@nederdietsen.com

SALESPERSON	P.O. NUMBER	ORDER DATE	SHIP DATE	TERMS
Online Order	gs342300	12-Mar-14	12-Mar-14	Net 30

QTY	SEATS OR SERVERS	DESCRIPTION	SERIAL NUMBER	CONTRACTS	SHIP VIA	PRICE	TOTAL
1	1	CuteFTP 9 + 12 mo M&S (Online Bundle)			Electronic Delivery	$ 0.00	$ 0.0(
1	1	CuteFTP 9	AV5B8F4C64JXXD		Electronic Delivery	$ 59.99	$ 59.9(
1	1	Maint & Support - CuteFTP 9	AV5B8F4C64JXXD	3/12/2014 - 3/12/2015	Electronic Delivery	$ 30.00	$ 30.0(

Notes:

SUBTOTAL	$89.9(
SALES OR VAT TAX	$7.42
SHIPPING AND HANDLING	$0.0(
TOTAL PAYMENTS	$97.41
BALANCE DUE (US Dollars)	$0.0(

Thank you for your business!
For customer service, technical support and downloads, please browse to http://support.globalscape.com

[redacted](NY) (FBI)

From: [redacted]USANYS[redacted]
Sent: Monday, February 20, 2017 12:17 PM
To: [redacted]NY) (FBI); [redacted](NY) (FBI)
Subject: FW: D'Amato Referral memo

b6
b7C

Memo from DA's office:

CONFIDENTIAL MEMORANDUM
FOIL EXEMPT – DELIBERATIVE PROCESS

To: District Attorney [redacted]

From: EADA [redacted]

Date: February 16, 2017

Re: David D'Amato / "Tickled: The Movie"

b6
b7C

Summary:

The relentless and brutal online bullying, harassment, and public humiliation allegedly perpetrated by David D'Amato targeting young men around the globe is the subject of the 2016 documentary "Tickled: The Movie." The film received critical acclaim and sparked domestic and international media coverage, including articles in The L.A. Times, The Washington Post, The Telegraph, The Guardian, MTV News, among others. The movie will reach millions of viewers when it is released on HBO on February 24, 2017.[1]

Documentary filmmakers from New Zealand found that Mr. D'Amato, a resident of Garden City, uses a multi-million dollar inheritance, several female online aliases, and a web of business entities to pay young men to participate in videos tickling or being tickled—fully clothed--by other young men. According to the filmmakers, D'Amato then places the videos publicly online—often on pornographic web sites-- using their real names, and if they object, he engages in vicious harassment campaigns to humiliate them. The harassment frequently includes purchasing the ".com" of their full name and creating a web site claiming that the named victim is a gay tickle fetishist with links to the "tickling videos" on the pornographic web sites. The filmmakers also allege that D'Amato threatens litigation using the name of a Manhattan attorney, and sends letters "warning" employers, college

Background & Investigation:

David D'Amato is a 55 year-old resident of Garden City, NY. A former Nassau County high school counselor, assistant principal, and convicted cybercriminal, he is the son of the late George G. D'Amato, founding partner of the Manhattan law firm D'Amato & Lynch. Since approximately 1997, D'Amato has used female aliases on the internet to recruit young men to record and send him videos of young, fully-clothed men, tickling each other. According to the filmmakers, D'Amato uses a patchwork of LLCs and at least one New York corporation to obscure his activities. Through employees or contractors of these businesses, participants are paid in cash, and he finances pre-paid travel and lodging for the filming of tickling videos, often recruiting participants from outside the country on tourist visas, the filmmakers say. When these young men stop participating in his film shoots, or sending the videos as he requests, D'Amato publishes the videos under his victims' real names on video-sharing platforms like YouTube, Vimeo, and pornographic sites, and engages in relentless campaigns of harassment, cyberbullying, and public humiliation which includes letters to the young men's parents, employers, schools, and coaches. His conduct is detailed in the documentary "Tickled," which was screened internationally in 2016, released on iTunes, and will be released on HBO this month.[2]

In 2001, D'Amato recruited young men on internet message boards to send him "tickle videos" under the aliases "Terri DeSisto" and "Terri Tickle." At least two men at two universities were victims of cyber-attacks perpetrated by D'Amato with the intent to humiliate these students. In an effort to send emails from "Terri DeSisto" detailing the young men's tickling videos to each email address at the universities, D'Amato shut down university networks in Pennsylvania and Massachusetts. He was charged with two counts of counts of Computer Fraud and Abuse, in violation of 18 U.S.C. 1030(a)(5)(c), in the District of Massachusetts.[3] He served a six month sentence and continued his online activities under the aliases unabated.

- A June 22, 2014, Garden City police report describes an incident in which D'Amato allegedly falsely represented himself to a Garden City Police Officer as a NYPD Internal Affairs Inspector. The matter was investigated jointly by the NYPD and Garden City Police Department and 13 NYPD shields, ranging from Police Officer to Captain, were seized, as well as a NYPD shirt. Curiously, D'Amato was not charged. The statute of limitations has run.[6]

- Filmmakers provided an image of a check from an account for TD Designs for $90,000, written to [redacted] with the address identical to the law office of [redacted] in Manhattan and the memo [redacted].[7] D'Amato's corporation, Nederdietsen Group, is the registered owner of [redacted]," a web site that appears to exist purely to degrade [redacted] and says:

  > [redacted] himself is short, smelly, and obese, suffering from heart failure and numerous complications at 49, He is very likely to pass away first – unloved, unmourned, unremembered and a complete failure at everything he has ever sought to accomplish.[8]

  Filmmakers obtained the check from TD Designs to [redacted] along with other records, from a web server associated with [redacted] Media, on which a directory of files had been indexed by a search engine and inadvertently made available publicly.

- When he attended a screening of the film in Los Angeles, which included a Q & A session with one of the filmmakers, D'Amato claimed to be a New York attorney. He is not.

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b6
b7C

documentary, D'Amato is
tickling videos by purchasing

Sent from my iPhone

This Professional Services Agreement ("Agreement") is made between International Counterintelligence Services, Inc. ("ICS"), an Arizona Corporation, and David D'Amato, with an address of 14781 Memorial Drive, Suite 128, Houston, TX 77079,(telephone number: 1-310-388-0373), (hereafter "Client"), to provide the services described below.

1. Services. ICS shall provide Professional Services (the "Services") for the Client. Said Services shall include those specified on any Addendum(s) to this Agreement. The terms of this Agreement shall control any Addendum(s) executed between the Parties. The Services shall be conducted at ICS's professional discretion in order to achieve the objectives of the Client. The Services shall be performed in a professional manner, however ICS makes no guarantees or warranties regarding the timeliness or outcome of Services to be performed on behalf of the Client. ICS shall keep the Client reasonably informed of the Services performed by written or verbal reports.

2. Fee Deposit/Minimum Fee.

The Client hereby agrees to pay ICS and initial fee deposit of $1800

A non-refundable start-up administrative documentation fee of seventy-five dollars ($75.00) shall be charged against the initial fee deposit. The remaining fee deposit shall be applied towards fees and costs incurred by ICS in performing Services under this Agreement. Addendums to this Agreement shall further specify how fees and costs are applied toward Services, including the provision for non-refundable minimum fees. In the event the initial fee deposit is exhausted, ICS shall require an additional fee deposit to be paid by the Client. In the event the Client's deposit is exhausted and does not pay an additional deposit, ICS retains the right to cease performing services under this Agreement. Upon the conclusion of services under this Agreement, any unused fee deposit, exclusive of non-refundable minimum fees, shall be returned by ICS to the Client. Fees and costs incurred by ICS under this Agreement shall be billed against the fee deposit.

3. Client Duties. The Client's duties under this Agreement shall include, but are not limited to, the following:

(a) Client shall provide true and accurate information to ICS and will keep ICS reasonably informed of any new facts or circumstances relative to the Services being performed.
(b) Client shall provide ICS with current contact information, including current mailing address, telephone number, and email address, and of the Client's whereabouts, if applicable.
(c) Client shall provide ICS with documentation and authorizations at ICS's request.
(d) Client shall not interfere with the Services performed by ICS.
(e) Client shall keep the product or results of the Services confidential, and in no circumstances may the Client use the product or results for criminal or illegal purposes. The Client agrees to hold harmless and defend ICS for any actions taken by Client with the use of the product or results from the Services performed by ICS.
(f) Client shall pay all invoices for fees and costs submitted by ICS.
(g) Client shall communicate solely with ICS regarding information, documentation and objectives relative to the subject matter of the investigation.

In the event the Client does not perform the duties herein, the Clients shall be in breach of the Agreement. If Client is in breach of this Agreement ICS shall be entitled to recover any damages there from, including the right Client's deposited funds.

4. Fees and Costs. ICS will charge Clients fees for all services performed and costs incurred. Client may pay for deposits, fees and cost by credit card. Client shall pay for fees charged and costs incurred as hereafter described:

(a) Common Expenses which shall include, but are not limited to, fees fixed by law or assessed by courts or other agencies, computer research, long-distance telephone calls, surcharges, postage, parking and other local travel expenses, photocopying and other reproduction costs.
(b) Local/Out of Town Travel Expenses shall include, but are not limited to, transportation costs, meals, lodging and all other costs associated therein. Hourly fee rates shall also be charged to the Client for travel time.
(c) Experts, Consultants and Legal Counsel which are contracted by ICS to aid with the Services. ICS shall seek approval from Client prior to contracting with said persons.
(d) Investigators contracted by ICS as it deems necessary to assist with the Services. ICS does not need to seek approval from Client prior to contracting with an Investigator.
(e) Fees for Legal Related Services, which shall include, but are not limited to, having ICS investigators provide deposition or in-court testimony. Client shall pay ICS the hourly fee charged for said investigator providing said legal related services.
(f) Fees for investigative services are to subject to ICS's current Rate and Fee Schedule. Said Rate and Fee Schedule is subject to change at ICS discretion. All fees for time spent by ICS employees, agents, and contractors shall be billed to Client as a minimum of a fifteen (15) minute increments. Daily rates are charged on ten (10) hour increments. Field assignment rates are charged on four (4) hour increments. Public Record and Information Resources (typical computer research) assignments are billed at a (2) hour minimum.

Client Initials ***

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5. Billing Statements. At request ICS shall provide or make available to Client periodic Billing Statements for fees charged and costs incurred. Client shall provide ICS with a current mailing address for billing purposes. If a Client has an outstanding balance a Billing Statement will be sent to Client requesting payment of the outstanding balance and an additional fee deposit. Outstanding balances owed by Client are due on receipt. ICS may use any address the client has provided to send such invoices. If Client does not pay in full the outstanding balances within thirty (30) days from the date of said Billing Statement, the Client's account shall be delinquent. Delinquent accounts are subject to an interest charge of one and one-half percent (1.5%) per month until paid in full. Further, if a Client's account is delinquent the Client will be considered in breach of this Agreement and ICS is entitled to recover all fees and costs of collection, including attorneys' fees.

6. Termination. Client may discharge ICS and terminate this Agreement at any time. Said termination shall be in writing and become effective within seven (7) days upon receipt and acknowledgement by ICS. In the event of termination by Client non-refundable fees shall not be returned by ICS. ICS may withdraw its services and terminate this Agreement if Client is in breach of the Agreement or for other good cause. Good cause shall include, but is not limited to, Client's failure to cooperate with ICS or to follow ICS's advice on material matters, or the determination of any fact or circumstance by ICS which renders the investigative services unlawful, unethical or which places ICS agents and contractors in unreasonable danger. Upon termination all fees and costs shall become due and payable by Client immediately and the Client's fee deposit is subject to forfeiture. Further, ICS shall return any property of Client's which may be in the possession of ICS. Upon termination, and under no circumstances, shall Client solicit for employment or contract any ICS employees, agents, contractors, investigators or associates.

7. Governing Law; Attorney Fees. This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Arizona. Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the presiding Court for Maricopa Country, Arizona and each party hereto expressly and irrevocably consents to the jurisdiction of said court. In the event any suit or claim is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

8. Disclaimer; Indemnification. ICS makes no guarantee, warranty, or promise regarding the outcome of the Services provided hereunder. Any assertions regarding the Services made by ICS, its agents, employees or contractors are expressions of investigative opinion only. ICS is not responsible for the acts of contractors who perform Services for Client. Client agrees to indemnify, defend and hold harmless ICS for ICS's performance hereunder.

9. Reports/Information. ICS shall keep Client reasonably informed of the Services provided under this Agreement. Client may request verbal or written reports from ICS of the Services provided. A report shall consist of ICS's investigative efforts and any results therefrom. ICS and Client agree to keep all information and documentation produced as a result of the Services confidential. ICS will not release any information or documentation to 3rd parties unless 1) Client breaches said confidentiality, 2) ICS receives express, implied or apparent consent from the Client, or 3) as prescribed by law. Client agrees to indemnify, defend and hold ICS harmless as a result of Client releasing information and documentation to 3rd Parties which results in liability, criminal activity, or otherwise.

10. Compliance with Laws. Client agrees to abide by the Fair Credit Reporting Act (FCRA) and other legislation, provisions, guidelines, rules and regulations. Client agrees to follow all applicable federal and state laws regarding the use of any information or reports provided by ICS. Client agrees to make appropriate written notification or disclosure to subjects for employment screening reports or investigative consumer reports.

11. Other. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. Each party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as such be reasonably requested to carry out the provisions, intent and purpose of this Agreement. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

CLIENT: David P. Dinati DATE: May 30 2014

ICS

_____ DATE: _____

Authorized Representative

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ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

This ADDENDUM is in addition to and a part of Professional Services Agreement dated May 30, 2014 between International Counterintelligence Services, Inc., ("ICS") and David D'Amato, with an address of 14781 Memorial Drive, Houston, TX 77079 (telephone number: 1-310-388-0373), ("Client").

Situation:

Client has become involved in a developing situation in New Zealand. The situation is a local NZ reporter, Subject of this investigation, was attempting to contact a US production company in regards to a tickling show, only to rebuffed by the production company due to his homosexuality. In the pursuit of this story Subject somehow connected Client to the production company, wrongfully so. Subject has put out videos and posted on a hosted web blog wrongly connecting client to the production company. Client requests ICS conduct an investigation to fully identify and obtain personal contact information for Subject. ICS will also contact Subject with the intent of explaining that client was not involved in with the production company. There is another individual who is already fully identified who will be contacted with the same intent. If Subject is not cooperative, he will be informed of further legal action.

Case ☒ will or ☐ will not be used for Legal, Civil Purposes, and/or to pursue or enforce a judgment or court order.
Case ☐ will or ☒ will not be used for Criminal Prosecution.
Case ☐ will or ☒ will not be used for Personal Purposes Only.

Scope of Services to be Attempted:

ICS will attempt to perform a search and locate investigation for a non-refundable minimum fee of $1800.

The minimum fee is not a flat fee and charges for services and costs to be performed may exceed the minimum fee. The Client will be responsible for all charges which exceed the minimum fee.

Origin of Investigation:

Location of Client: Houston, TX
Case Intake Location: Scottsdale, AZ
Location(s) of Investigation(s): Auckland, NZ

Case ☐ is or ☒ is not cross-jurisdictional.

Billing and Contact Requests:

Address: david.damato@optonline.net

Any subsequent invoices Can be: ☐ Mailed or ☒ Emailed

CLIENT David P. D'Amato Date: May 30, 2014

ICS

_____ Date: _____

Domain	Dates
	10/10/2009
	1/24/2011
	11/29/2011
	11/29/2011
	3/15/2007
	8/3/2007
	5/22/2007
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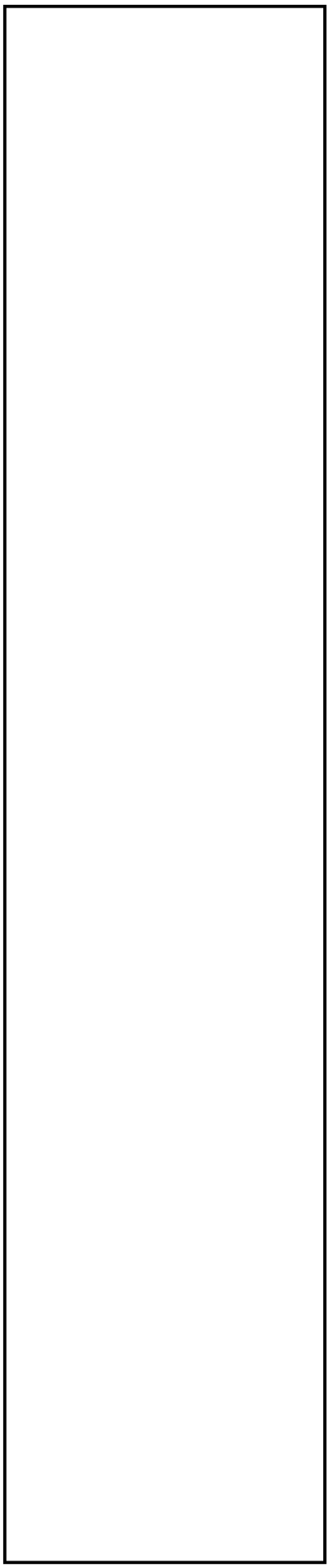

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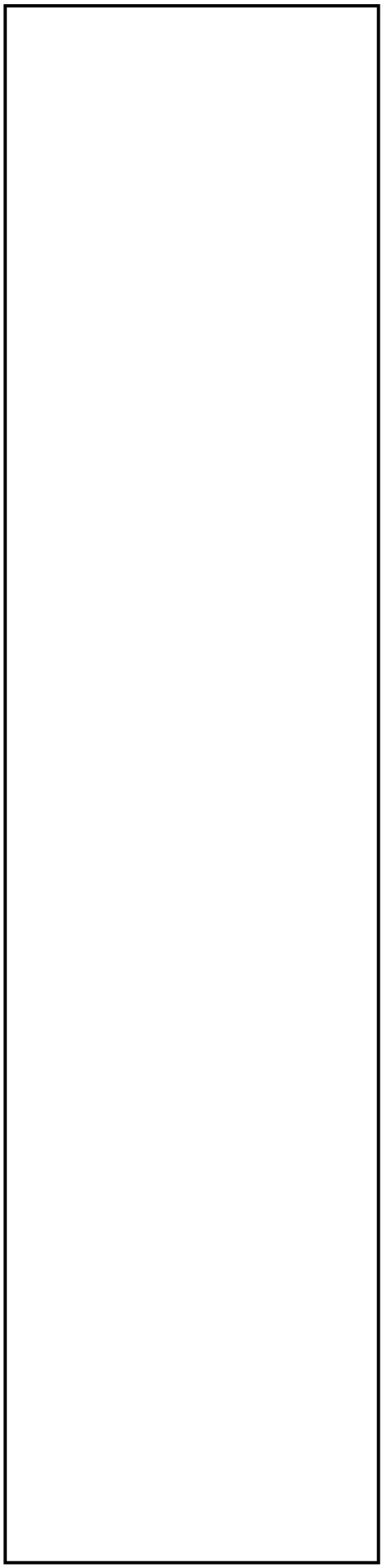

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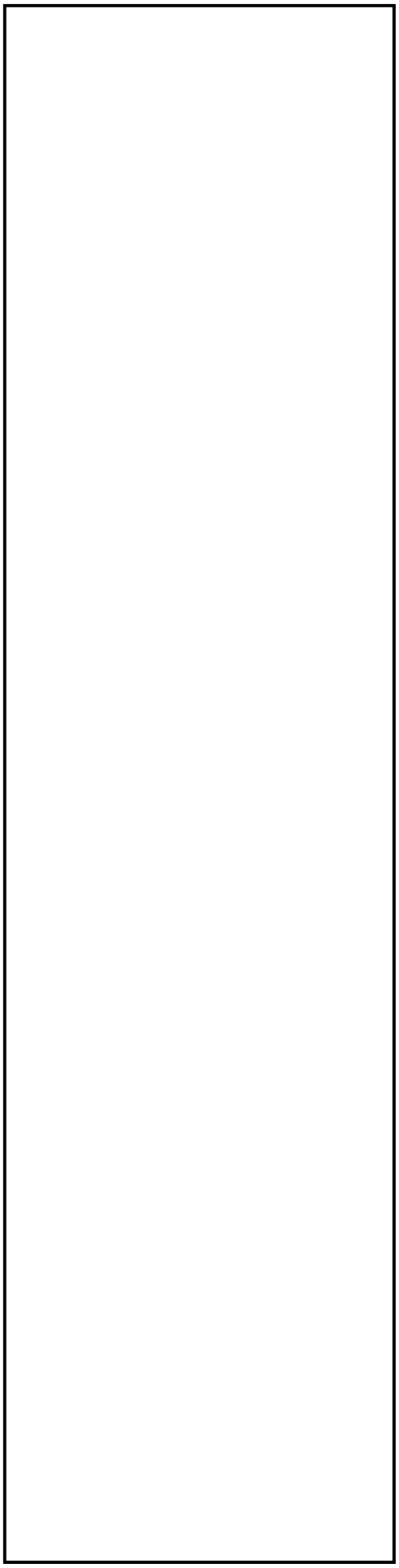

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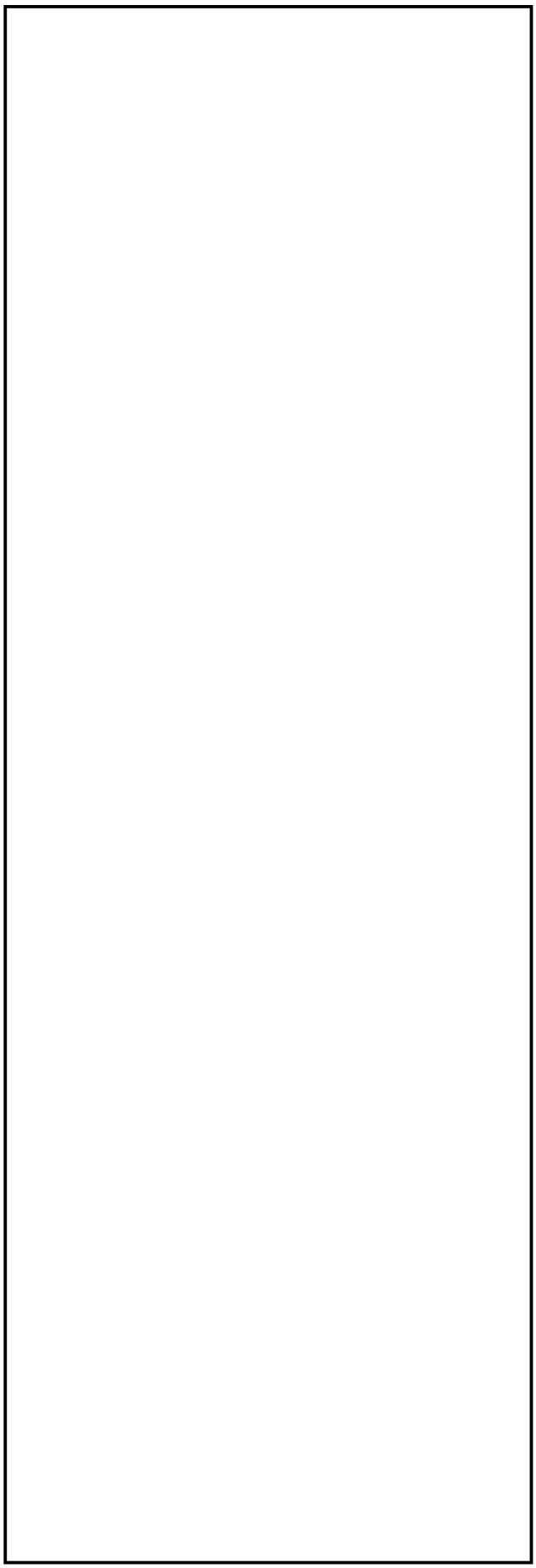

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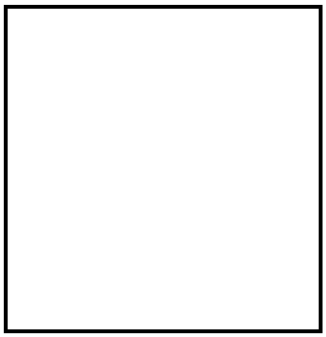

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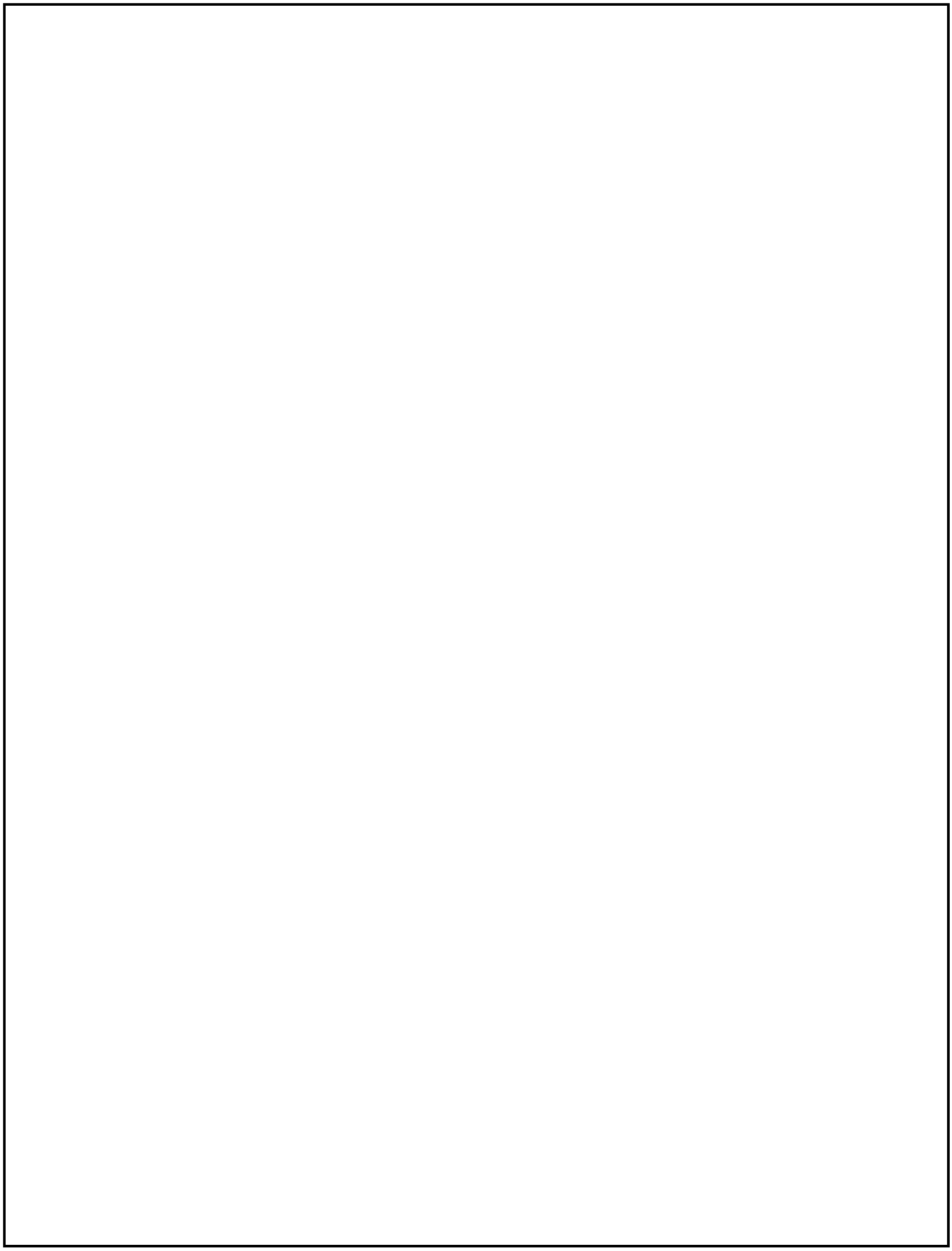

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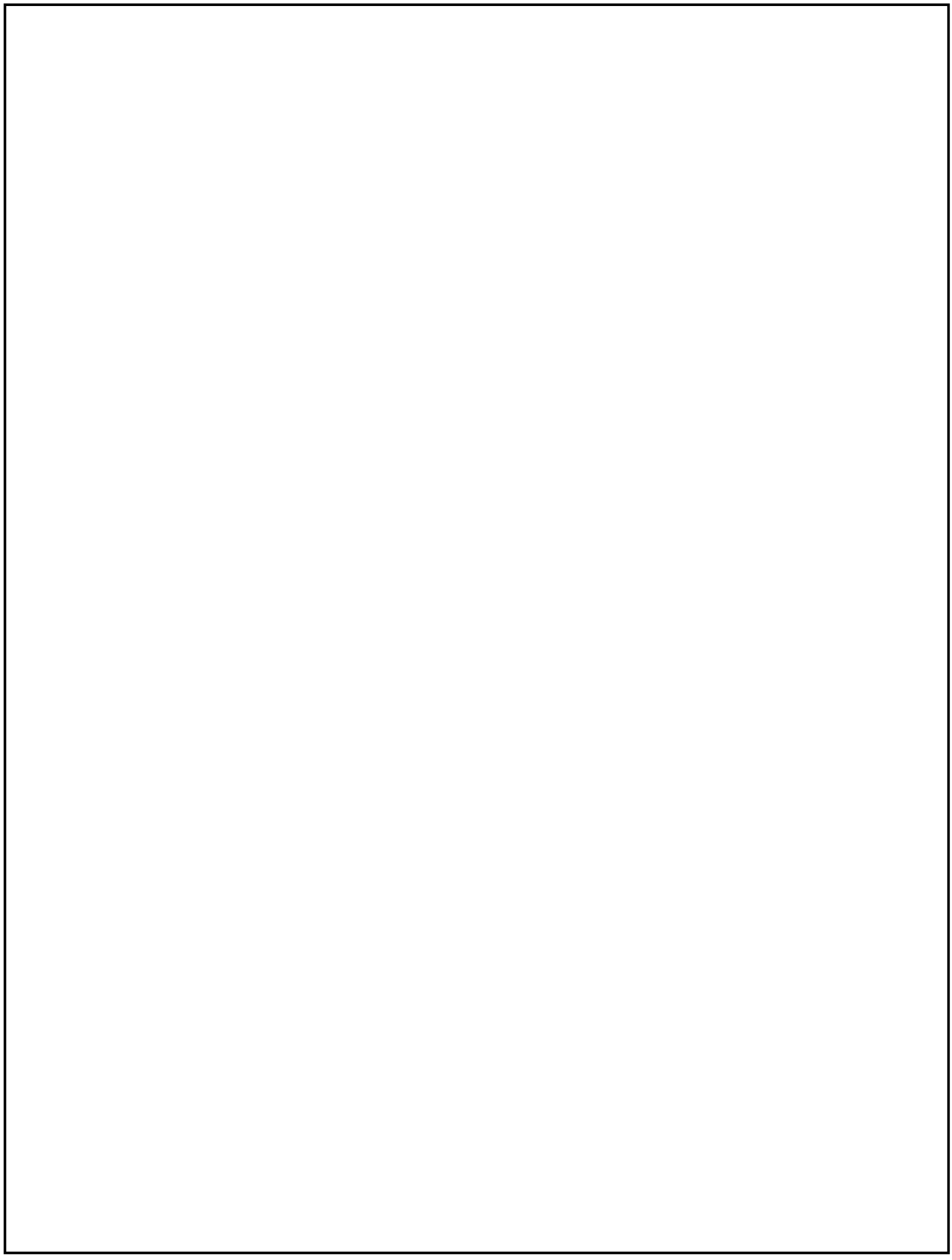

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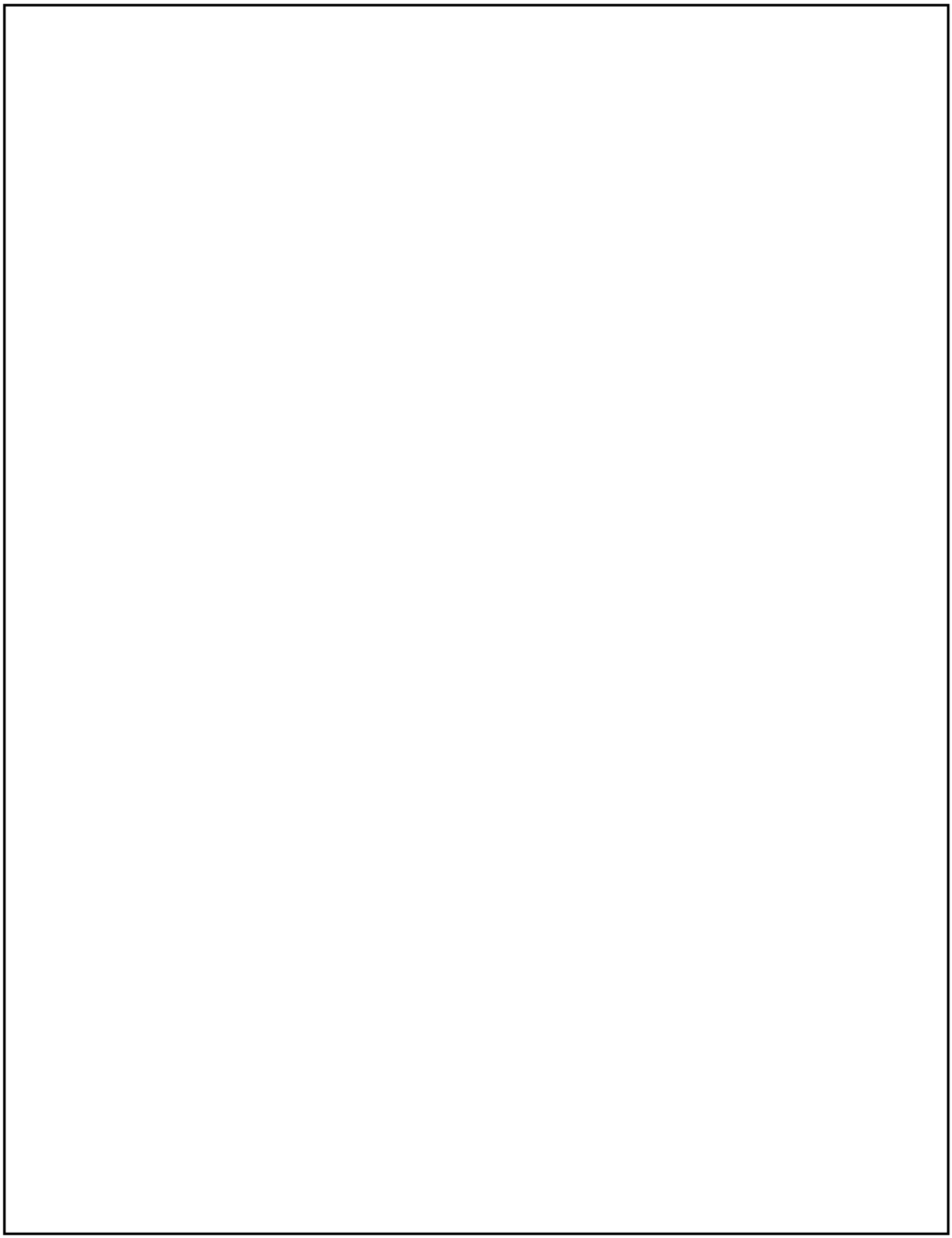

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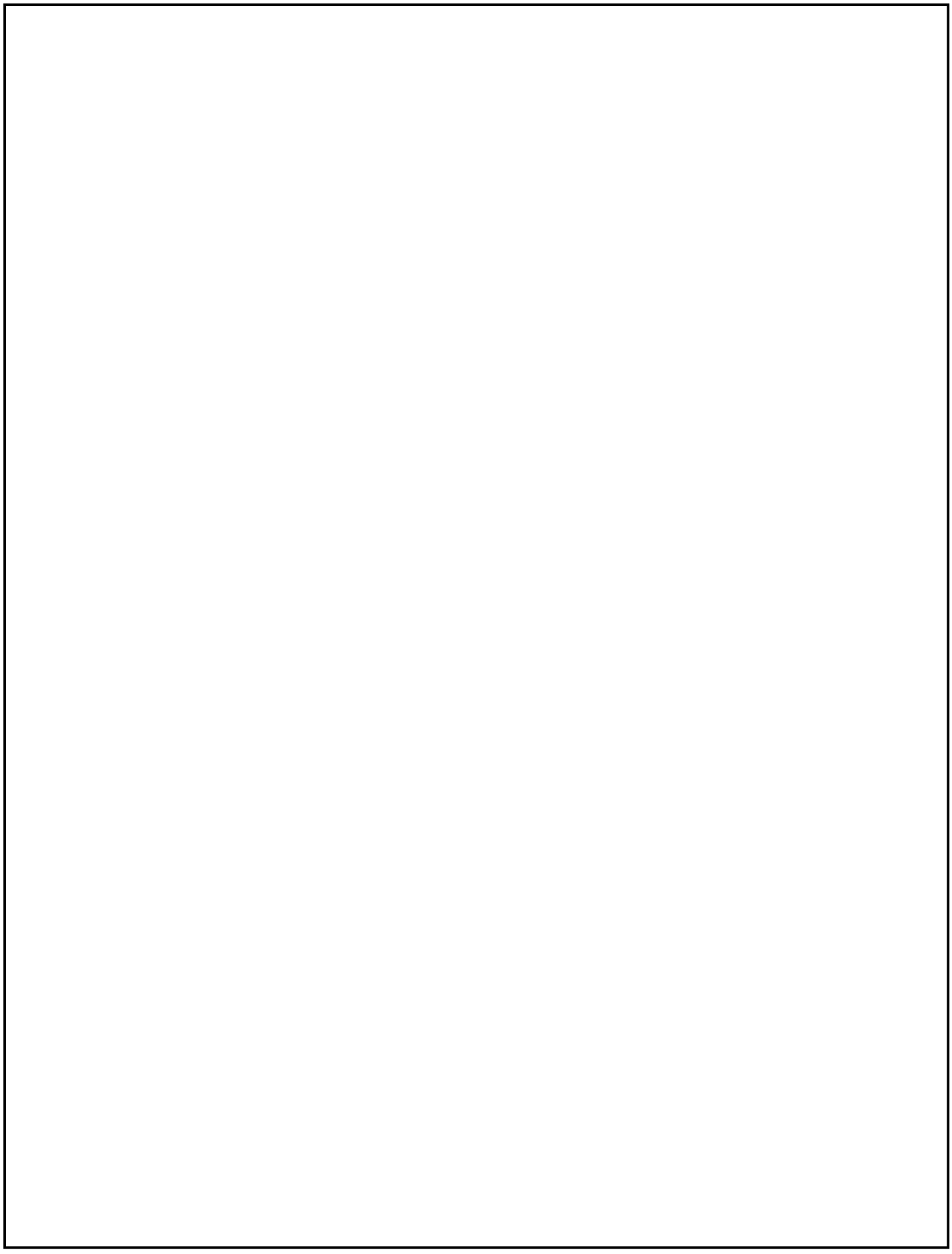

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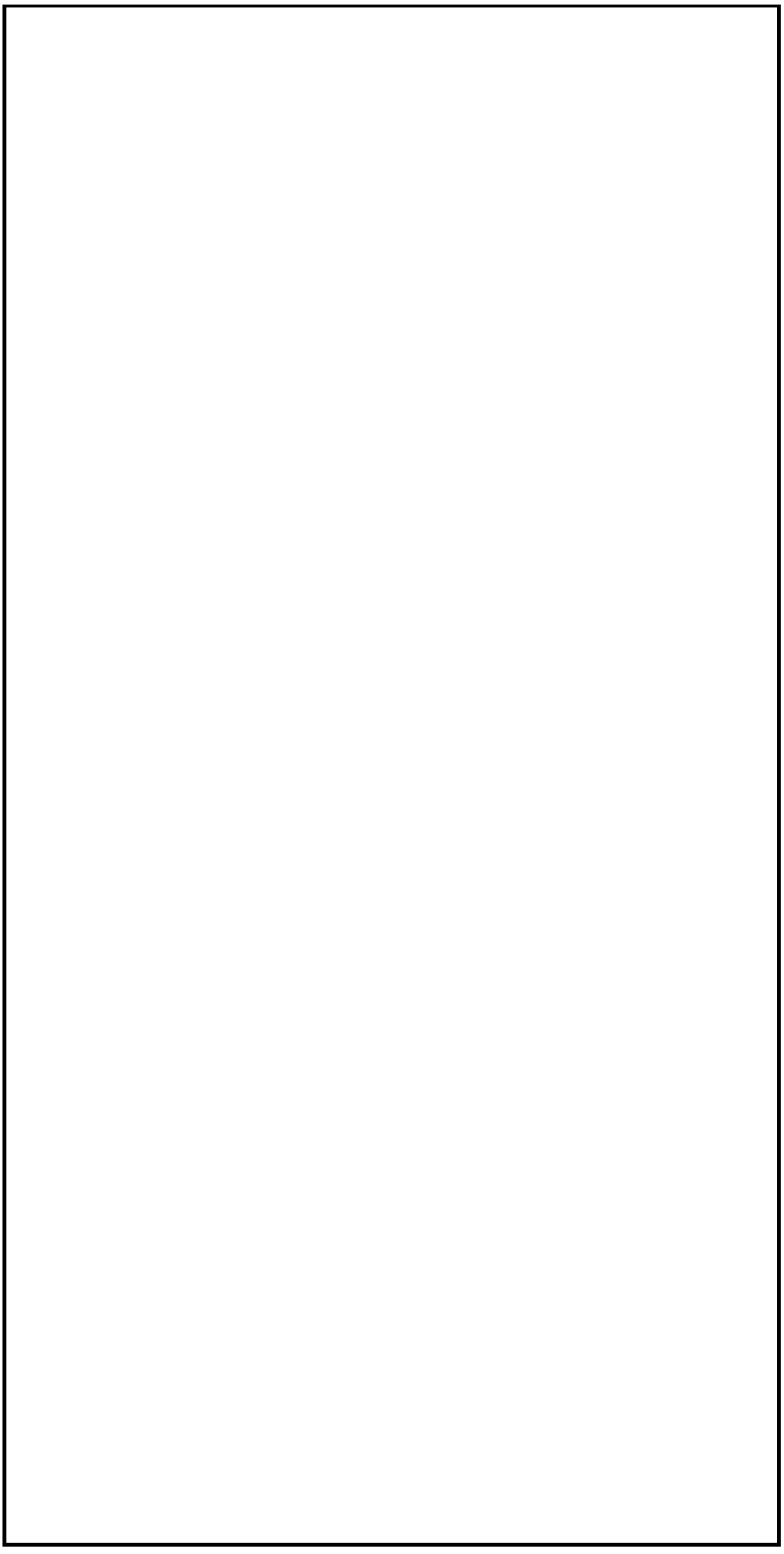

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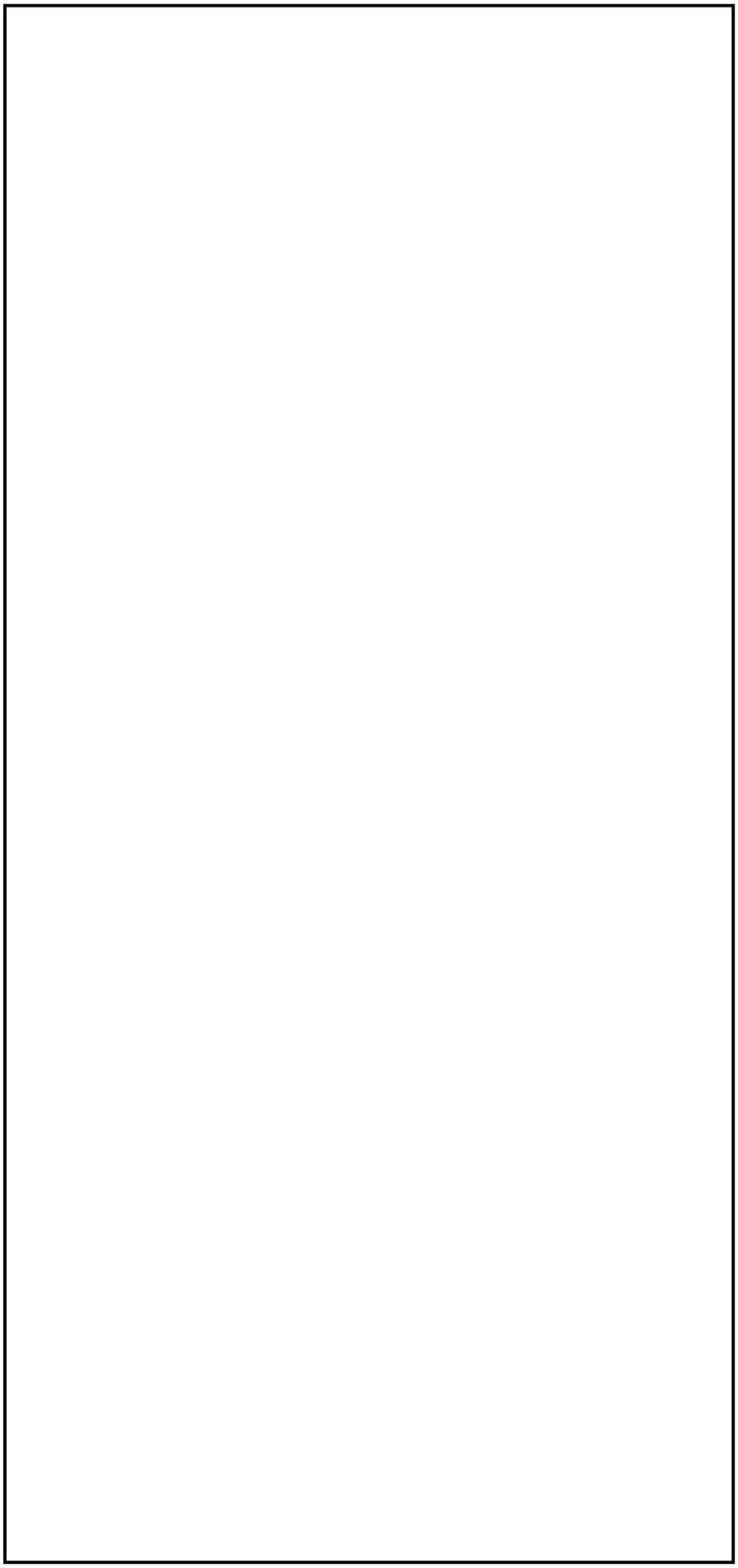

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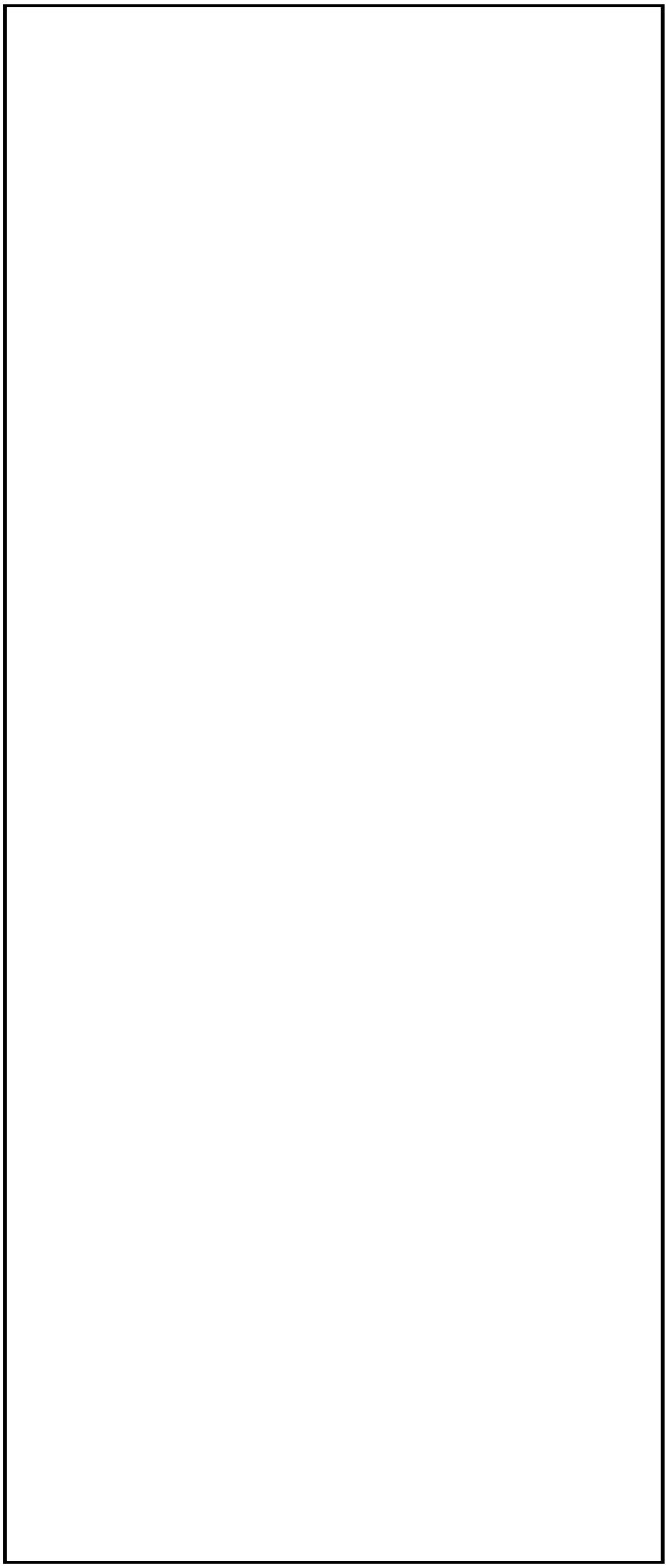

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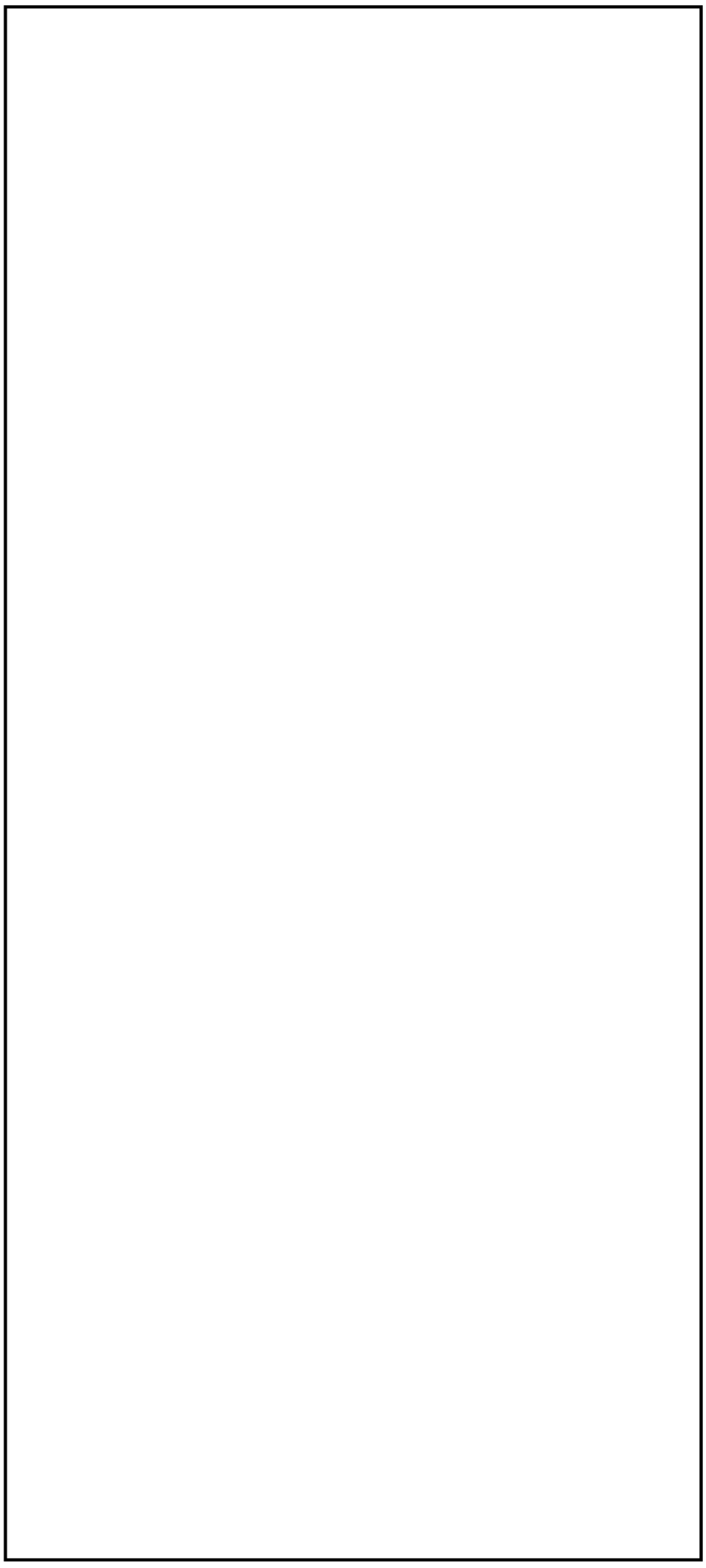

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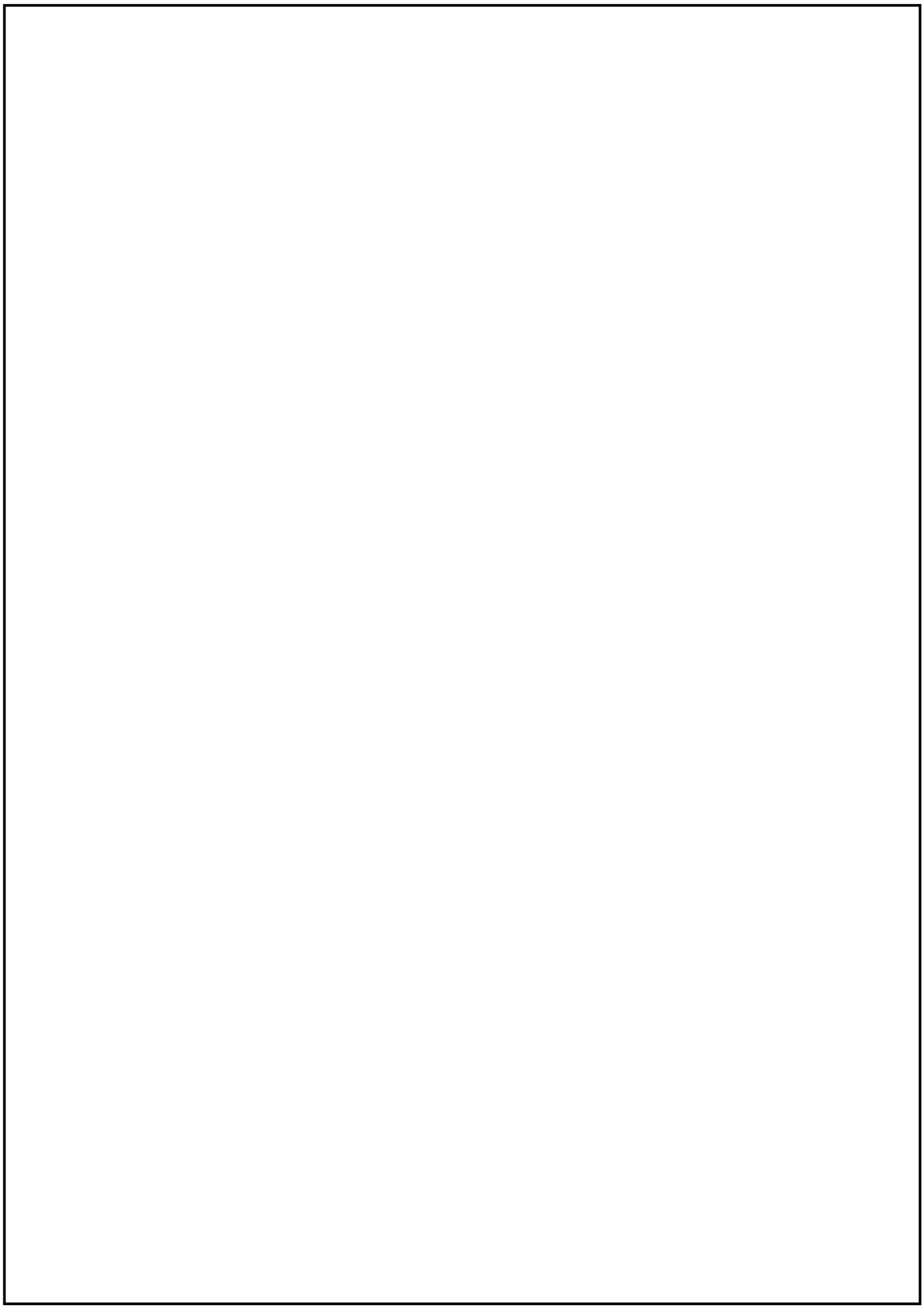

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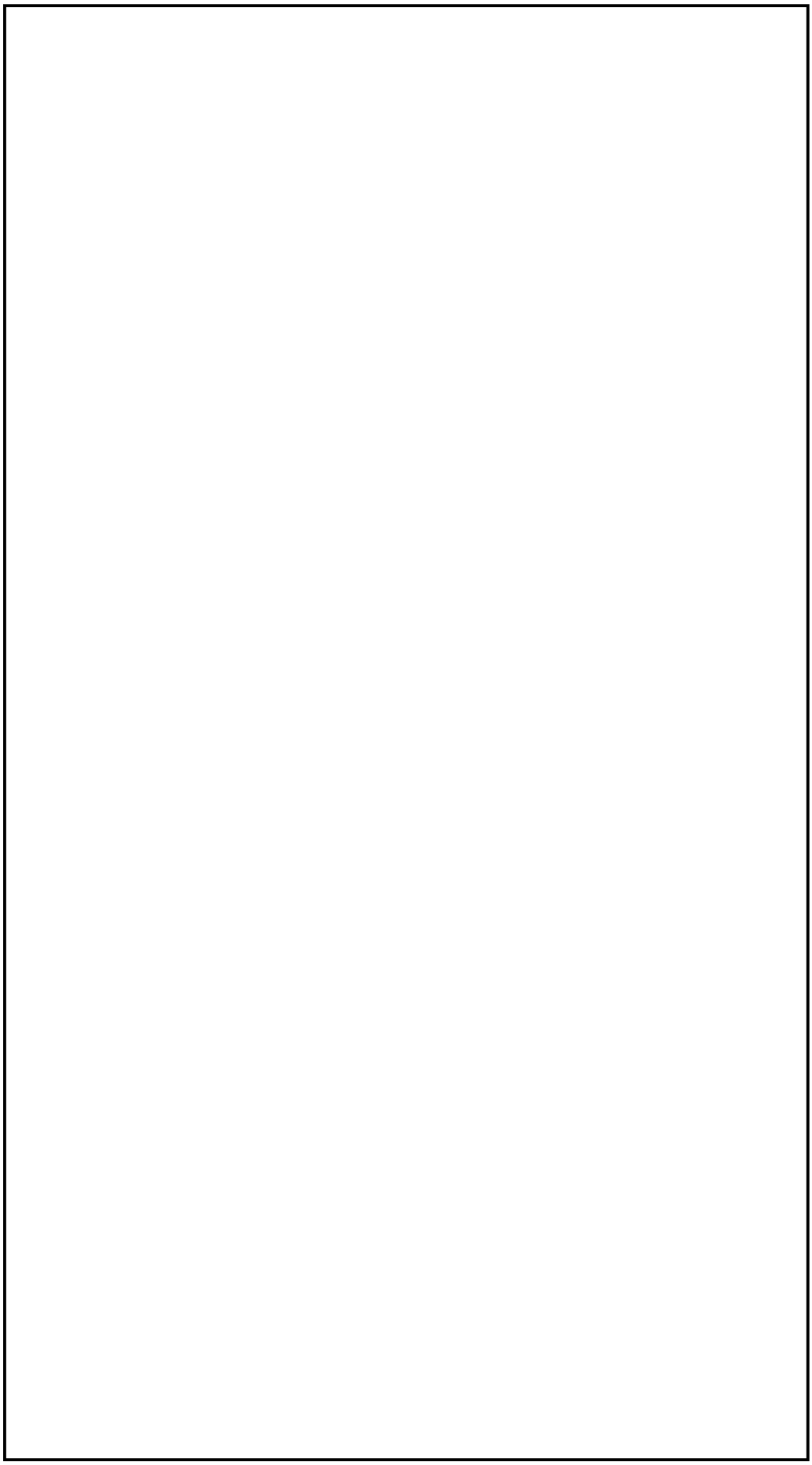

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ARTICLES OF ORGANIZATION

OF

Jane O'Brien Media LLC

Under Section 203 of the Limited Liability Company Law

FIRST. The name of the limited liability company is Jane O'Brien Media LLC.

SECOND. The county within this state in which the limited liability company is to be located is New York.

THIRD: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process accepted on behalf of the limited liability company served upon him or her is: c/o United States Corporation Agents, Inc., 7014 13th Avenue, Suite 202, Brooklyn, NY 11228.

FOURTH: The name and street address in this state of the registered agent upon whom and at which process against the limited liability company may be served is: United States Corporation Agents, Inc., 7014 13th Avenue, Suite 202, Brooklyn, NY 11228.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date below.

LegalZoom.com, Inc., Organizer

Date: January 2, 2014

/s/ Cheyenne Moseley
By: Cheyenne Moseley, Assistant Secretary

140102000384

384

ARTICLES OF ORGANIZATION

OF

Jane O'Brien Media LLC

Under Section 203 of the Limited Liability Company Law

Filed By: Cheyenne Moseley
c/o LegalZoom.com, Inc.
101 N. Brand Blvd., 11th Floor
Glendale, CA 91203

FILED
2014 JAN -2 PM 2:01

Drawdown
Account: AF
LegalZoom.com, Inc.

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 02 2014
TAX $
BY:

RECEIVED
2014 JAN -2 PM 12:07

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141016000

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue Albany, NY 12231
www.dos.ny.gov

841

ARTICLES OF DISSOLUTION
OF

JANE O'BRIEN MEDIA LLC

(Insert name of Domestic Limited Liability Company)

Under Section 705 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

JANE O'BRIEN MEDIA LLC.

If the name of the limited liability company has been changed, the name under which it was organized is: _____.

SECOND: The date of filing of the articles of organization is: JANUARY 02, 2014.

THIRD: The event giving rise to the filing of the articles of dissolution is:

(Check appropriate statement)

☒ The vote or written consent of a majority in interest of the members of the limited liability company.

☐ There are no members of the limited liability company.

☐ Pursuant to the dissolution date set forth in the articles of organization or operating agreement of the limited liability company.

☐ The following event, as specified in the operating agreement:

_____.

☐ The entry of a decree of judicial dissolution.

X Kevin J. Clarke
(Signature)

Kevin J. Clarke
(Type or Print Name)

Capacity of signer *(Check appropriate box)*:

☒ Member
☐ Manager
☐ Authorized Person

ARTICLES OF DISSOLUTION
OF
JANE O'BRIEN MEDIA LLC
(Insert name of Domestic Limited Liability Company)
Under Section 705 of the Limited Liability Company Law

841

100

Filed by:

Name: Cheyenne Moseley, Legalzoom.com, Inc.

Address: 9900 Spectrum Drive

City, State and ZIP Code: Austin, TX 78717

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED
OCT 16 2014
TAX $
BY:

NOTE: This form was prepared by the New York State Department of State for filing articles of dissolution for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a $60 filing fee made payable to the Department of State.

(For office use only.)

Drawdown
Account: AF
Name: Legalzoom.com, Inc.

882

RECEIVED
2014 OCT 15 PM 12:

2014 OCT 16 PM 3:5

FILED

Mary Jane Oliver

SilverFlume
NEVADA'S BUSINESS PORTAL

PAYMENT PENDING PROCESSING

Thank you. Your payment will be processed. Please note that this does not confirm your filing has been approved and processed. You will receive an email (within 24 hours) with instructions about how to proceed.

Your confirmation number is **ZACHF**

Billing Information

TD Design

14781 MEMORIAL DR. APT. 1298, HOUSTON, TX 77079

Agency	Job Number	Item	Qty	Unit Price	Subtotal	Status
NV Secretary of State's Office	C20131122-2414	Annual List for 'JANE O'BRIEN MEDIA LLC'			$500.00	Your payment has been received and you will receive an email with instructions regarding how to obtain your purchased service.
		Late Fee	1	$75.00		
		Annual List	1	$125.00		
		Business License 9/2013-9/2014	1	$200.00		
		Business License Late Fee 9/2013-9/2014	1	$100.00		
				Total:	$500.00	

You will receive an e-mail when your items have been processed.

Continue Shopping (https://www.nvsilverflume.gov/home)

Emails /

admin@nederdietsen.com

New York City - Los Angeles

Fares from $175 One Way - Sweet Deals

Virgin America

admin@nederdietsen.com is associated to this person

Name	[redacted](/nam[redacted]	is associated with 43 domains
Organization	Nederdietsen Bv (/name/nederdietsen bv)	is associated with 44 domains
Address	Wildungerstrasse 1b	map (../#)
City	Frankfurt	
Country	Germany	
Phone	[redacted]	
Fax	+49.202010194	
Private	no	

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List of domain names registred by admin@nederdietsen.com

Domain Name	Create Date	Registrar
[redacted]	2007-01-10	nameweb.biz
	2012-10-14	nameweb.biz

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2006-01-10	nameweb.biz
2014-01-25	nameweb.biz
2011-09-26	nameweb.biz
2012-10-14	nameweb.biz
2009-10-05	nameweb.biz
2012-07-01	nameweb.biz
2009-07-07	nameweb.biz
2014-03-27	(registration services) nameweb.biz
2014-05-28	nameweb.biz
2014-06-05	nameweb.biz
2014-08-22	(registration services) nameweb.biz
2014-09-30	nameweb.biz
2014-05-13	nameweb.biz
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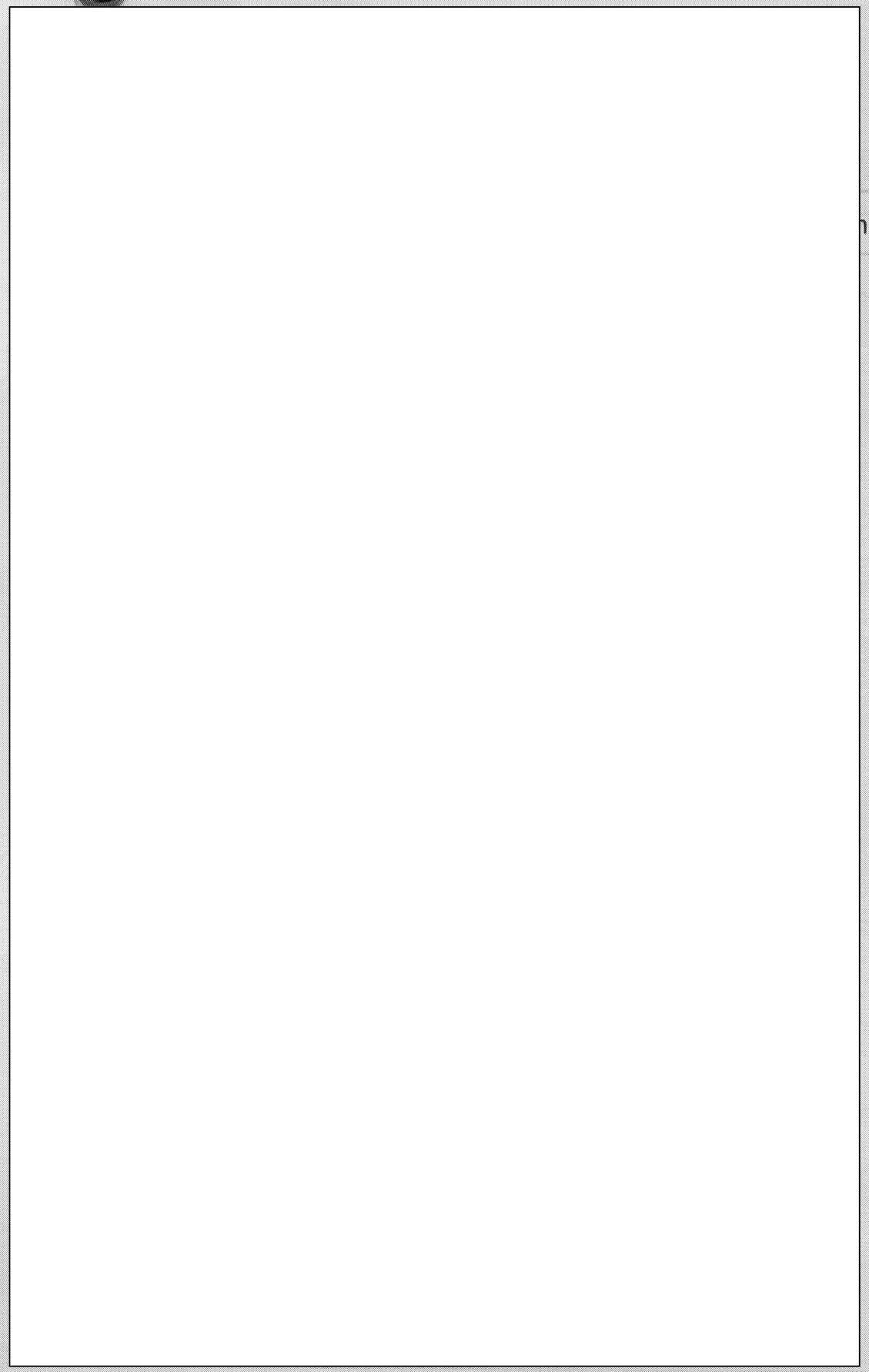

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2013-07-02	nameweb.biz
2015-05-07	nameweb.biz

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130117000157

New York State Department of State
Division of Corporations, State Records And Uniform Commercial Code
One Commercial Plaza, 99 Washington Ave.
Albany, NY 12231

CERTIFICATE OF INCORPORATION
OF
NEDERDIETSEN GROUP, INC.

Under Section 402 of the business Corporation Law

FIRST: The name of this Corporation is:

NEDERDIETSEN GROUP, INC.

SECOND: This Corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent of approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The County within this state, in which the office of the corporation is to be located is:

Nassau

FOURTH: The total number of shares which the corporation shall have authority to issue and a statement of the par value of each share or a statement that the shares are without par value are: Two Hundred (200) shares of no par value.

FIFTH: The secretary of state is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

David P. Damato
734 Franklin Ave., Suite 617
Garden City, NY 11530

N8

130117000157

SIXTH: This corporation shall have perpetual existence commencing on the date of filing.

RECEIVED
2013 JAN 16 PM 4:24

Wednesday, January 16, 2013.

David P. Damato, Incorporator

David P. Damato
734 Franklin Ave., Suite 617
Garden City, NY 11530

2013 JAN 17 AM 8:37

This form may not contain any attachments or riders
except an original receipt evidencing reservation of a name.

CERTIFICATE OF INCORPORATION
OF
NEDERDIETSEN GROUP, INC.

Under Section 402 of the Business Corporation Law

Filed by:

CourtAccess Centers of America, Inc.
a non-lawyer
3812 W Linebaugh Ave., Suite 102
Tampa, FL 33618 (813)-875-1333.

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 17 2013
TAX $ 10.00
BY: MRB

N8

130117000159

Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Application for Registration of Foreign Limited-Liability Company

(PURSUANT TO NRS 86.544)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Foreign Limited-Liability Company: TD DESIGN, LLC

Check box if Series Limited Liability Company ☐

2. Name Being Registered with Nevada: (see instructions) The name under which the foreign limited liability company proposes to register and transact business in Nevada is:

TD DESIGN, LLC

3. Entity Domicile: (date and state or country of formation)

AUGUST 03, 2012
Date Formed

NEW YORK
State or Country of Formation

4. Registered Agent for Service of Process: (check only one box)

☒ Commercial Registered Agent: Incorp Services, Inc
Name

☐ Noncommercial Registered Agent (name and address below) OR ☐ Office or Position with Entity (name and address below)

Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity

2360 Corporate Circle · Suite 400 — Henderson — Nevada 89074
Street Address — City — Zip Code

Nevada
Mailing Address (if different from street address) — City — Zip Code

In the event the above-designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with the exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.

5. Records Office: (see instructions)

WILDUNGER STREET - NR. 18 #23 — FRANKFURT — DE — 60487
Street Address — City — Country — Zip Code

6. Street Address of Principal Office: (or office required to be maintained in the domicile state by the laws of that state)

WILDUNGER STREET - NR. 18 #23 — FRANKFURT — DE — 60487
Street Address — City — Country — Zip Code

7. Name and Address of each Manager or Member: (attach additional page if more than 3)

8. Name and Signature of Manager or Member:

9. Certificate of Acceptance of Appointment of Registered Agent:

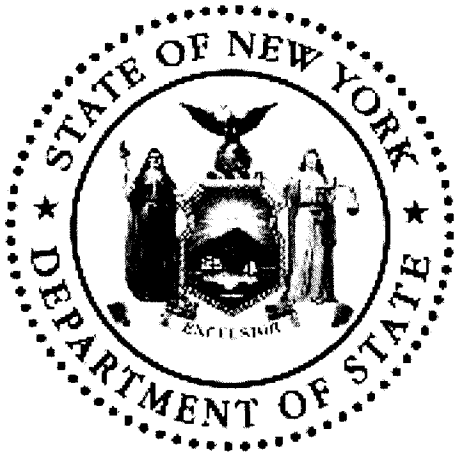
I hereby accept appointment as Registered Agent for the above named entity.

X [redacted] b6 b7C
Authorized Signature On Behalf of Registered Agent Entity

08/07/2012
Date

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for TD DESIGN, LLC, File Number 150327000410 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and offical seal of the Department of State, at the City of Albany, on March 30, 2016.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07

Authentication Number: 1603301052 To verify the authenticity of this document you may access the Division of Coporations' Document Authentication Website at http://ecorp.dos.ny.gov

150327000410

ARTICLES OF ORGANIZATION

OF

TD Design, LLC

Under Section 203 of the Limited Liability Company Law

FIRST. The name of the limited liability company is TD Design, LLC.

SECOND. The county within this state in which the limited liability company is to be located is Nassau.

THIRD: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process accepted on behalf of the limited liability company served upon him or her is: c/o United States Corporation Agents, Inc., 7014 13th Avenue, Suite 202, Brooklyn, NY 11228.

FOURTH: The name and street address in this state of the registered agent upon whom and at which process against the limited liability company may be served is: United States Corporation Agents, Inc., 7014 13th Avenue, Suite 202, Brooklyn, NY 11228.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date below.

LegalZoom.com, Inc., Organizer

Date: March 27, 2015

/s/ Cheyenne Moseley
By: Cheyenne Moseley, Assistant Secretary
9900 Spectrum Drive
Austin, TX 78717

410

FILED
2015 MAR 27 PM 1:37

ARTICLES OF ORGANIZATION

OF

TD Design, LLC

Under Section 203 of the Limited Liability Company Law

Filed By: Cheyenne Moseley
c/o LegalZoom.com, Inc.
9900 Spectrum Drive
Austin, TX 78717

Drawdown
Account: AF
LegalZoom.com, Inc.

1 cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 27 2015
TAX $ —
BY: LAP

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2015 MAR 27 AM 11:03

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FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry 02/27/2017

[redacted] was interviewed telephonically by FBI Special Agent (SA) [redacted] After being advised of the identity of the interviewing Agent and the nature of the interview, [redacted] provided the following information:

[redacted]

b6
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b7D

[redacted] said he was willing to meet with Agents in person to further explain his history with [redacted] MEDIA.

Investigation on 02/22/2017 at New York, New York, United States (Phone)

File # 9A-NY-2138377 Date drafted 02/24/2017

by [redacted]

b6
b7C

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FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry 02/27/2017

[redacted] was interviewed telephonically by FBI Special Agent (SA) [redacted] After being advised of the identity of the interviewing Agent and the nature of the interview, [redacted] provided the following information: b6 b7C

[redacted] participated in a Competitive Endurance Tickling contest that was sponsored by JANE O'BRIEN MEDIA in Washington, District of Columbia. Sometime after filming the video [redacted] became the subject of a negative campaign launched by JANE O'BRIEN MEDIA. JANE O'BRIEN [redacted] JANE O'BRIEN MEDIA also [redacted] b6 b7C said JANE O'BRIEN MEDIA conducted the same type of campaign against other Marines and believes their actions ruined marriages and military careers.

[redacted] did not receive threats of physical violence from JANE O'BRIEN MEDIA and was not extorted for money from JANE O'BRIEN MEDIA. [redacted] said he was willing to meet with Agents in person to further explain his history with JANE O'BRIEN MEDIA. b6 b7C

Investigation on 02/24/2017 at New York, New York, United States (Phone)

File # 9A-NY-2138377 Date drafted 02/24/2017

by [redacted] b6 b7C

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FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry 02/27/2017

[redacted] was interviewed telephonically by FBI Special Agent (SA) [redacted] After being advised of the identity of the interviewing Agent and the nature of the interview, [redacted] provided the following information:

[redacted] participated in a Competitive Endurance Tickling contest that was sponsored by JANE O'BRIEN MEDIA in Los Angeles, California. Sometime after filming the video, [redacted] became the subject of a negative campaign launched by JANE O'BRIEN MEDIA. JANE O'BRIEN sent harassing emails to [redacted] and his potential employers. Copies of some of these emails are attached in the 1A section of this report. b6 b7C

[redacted] did not receive threats of physical violence from JANE O'BRIEN MEDIA and was not extorted for money from JANE O'BRIEN MEDIA. [redacted] said he was willing to meet with Agents in person to further explain his history with JANE O'BRIEN MEDIA.

Investigation on 02/22/2017 at New York, New York, United States (Phone)

File # 9A-NY-2138377 Date drafted 02/24/2017

by [redacted] b6 b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

[redacted] (NY) (FBI)

From: [redacted]
Sent: Wednesday, February 22, 2017 10:52 AM
To: [redacted] NY) (FBI)
Subject: Re: Fwd: Warning: Sexually Deviant Prospec[redacted] -- Good for League?

That is the email they sent to a team I was trying to play on

On Feb 22, 2017 8:50 AM, [redacted] wrote: b6 b7C
---------- Forwarded message ----------
From: [redacted]
Date: Dec 17, 2016 2:15 PM
Subject: Fwd: Warning: Sexually Deviant Prospect[redacted] -- Good for League?
To [redacted]
Cc:

---------- Forwarded message ----------
From: [redacted]
Date: Thu, Oct 31, 2013 at 3:47 PM
Subject: Re: Warning: Sexually Deviant Prospect[redacted] -- Good for League?
To: TheNSFL [redacted]

[redacted] - try out for the LA XPLODE b6 b7C
Stay oh so clear away.

I have additional information as a past employer.

You don't want this guy in your league.

I'm prepared to stand behind what I say.

----- Original Message -----
From: [redacted]
To: [redacted]
Sent: Thursday, October 31, 2013 10:53 AM
Subject: Re: Warning: Sexually Deviant Prospect[redacted] - Good for League?

Who is that?

Sent from my iPhone

On Oct 31, 2013, at 3:54 AM, [redacted] > wrote:

You should check out the interenet on some of your prospectives, at least Google [redacted] b6 b7C

In fact, visit here: [redacted]

Can you afford the distraction, the press, the locker room problems with an outed gay guy having a MALE TICKLING FETISH in which he likes to tickle and be tickled by tied-up other gay athletes and

bodybuilders. he was fired from Serrano High School as an ass't coach for poor moral character. What a role model.

The American press will eat you and the upstart league up

Think about it. Many papers I can and will go to. I am not hiding behind this e-mail:

[redacted] (Over 1,750,000 viewers) b6 b7C

This [redacted] has serious alcohol and medical issues, as well.

Beware

[redacted](NY) (FBI)

From: [redacted]
Sent: Wednesday, February 22, 2017 11:05 AM
To: [redacted](NY) (FBI)
Subject: Re: Fwd: You now have a major major problem

I'm still looking for the one that said my family was in danger I just Dont remember if it was email FB Twitter or what

On Feb 22, 2017 9:02 AM, [redacted] wrote: b6 b7C
---------- Forwarded message ----------
From: "Film Center Building - Legal" <TickleFilms@filmcenterbuilding.com>
Date: Oct 31, 2013 8:20 PM
Subject: You now have a major major problem
To: [redacted]
Cc: [redacted]

[redacted]

Mayhem #**2346315**
Model

tickling project

MM URL: http://www.modelmayhem.com/tigretzner

About me

Hello there, I go by [redacted] have some expeirence modeling and am looking to further persue this career. I turned to model mayhem with expectations of developing a fantastic portfolio traveling to new exciting places and meet wonderful people. I do have my own transportation so I can travel. I am currently living in L.A. I have mild acting experience as well I worked with Jane Obrien on a Tickling project, I am not ticklish what so ever so I had to fake the entire thing, not to mention I am was not comfortable with being tickled by guys lol the link to that website is b6 b7C

[redacted]

Additional information about you will be released and you are now subjectto suit for material breach of contract. This will include your girlfriend's e-mails and audio files.

You have turned out to be serious, white trash mutt.

JJOLLC

FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry 03/07/2017

[redacted] was interviewed telephonically by FBI Special Agent (SA) [redacted] After being advised of the identity of the interviewing Agent and the nature of the interview, [redacted] provided the following information:

[redacted] did not have any direct interaction with JANE O'BRIEN MEDIA, he only heard about the company and [redacted] At no time was [redacted] the subject of any harassment or threats from JANE O'BRIEN MEDIA.

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Investigation on 02/22/2017 at New York, New York, United States (Phone)

File # 9A-NY-2138377 Date drafted 03/01/2017

by [redacted]

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FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry 03/07/2017

[redacted] was interviewed telephonically by FBI Special Agent (SA) [redacted] After being advised of the identity of the interviewing Agent and the nature of the interview, [redacted] provided the following information:

[redacted] had very minimal interaction with JANE O'BRIEN MEDIA and it did not turn negative at any point. [redacted] was not subject to any harassment or threats from JANE O'BRIEN MEDIA.

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Investigation on 02/22/2017 at New York, New York, United States (Phone)

File # 9A-NY-2138377 Date drafted 03/01/2017

by [redacted]

b6
b7C

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FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry 03/10/2017

[redacted] was interviewed telephonically by FBI Special Agent (SA) [redacted] After being advised of the identity of the interviewing Agent and the nature of the interview, [redacted] provided the following information:

[redacted] became the subject of harassment by JANE O'BRIEN MEDIA following his involvement in a Competitive Endurance Tickling contest. [redacted] is willing to meet with Agents in person to further explain his history with JANE O'BRIEN MEDIA, but requests Agents first contact his lawyer, [redacted] cellular telephone number [redacted] email address [redacted] since he has been mandated by the court to report all contact with law enforcement to [redacted] is currently participating in a Court Appointed Special Advocates (CASA) program.

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Investigation on 03/09/2017 at New York, New York, United States (Phone)

File # 9A-NY-2138377 Date drafted 03/10/2017

by [redacted]

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b7C

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FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry 03/14/2017

[redacted] b6 b7C

After being advised of the identity of the interviewing Agent, [redacted] provided the following information:

[redacted] informed he was first introduced to "Competitive Endurance Tickling" by his former girlfriend. The former girlfriend saw an ad posting on Model Mayhem, a site used to post modeling jobs. The ad requested young men to participate in and be videoed "tickle fighting". The posting advised there were two varieties. One involved being tickled by all female participants and the other involved being tickled by all male participants.

The posting advertised a payment of approximately $2000 US Dollars. [redacted] was in need of money at the [redacted] took a chance that maybe he would be selected for the female version of the contest and made arrangements to participate.

Once he arrived at the production set, he observed all other participants were male. [redacted] requested to meet with Jane O'Brien, the owner of O'Brien Media who would produce the video. A meeting with [redacted] b6 b7C was refused. Over the course of 24 hours he and the other male participants became acquainted and decided they would continue to participate because they were all need of the money.

After the video shoot was completed [redacted] received his money and returned home. [redacted] did not think about the video again and was not contacted by anyone, to include O'BRIAN MEDIA, in reference to the video.

In or around 2012-13 [redacted] After [redacted] he "googled" himself and discovered the "Competitive Endurance Tickling" video as the first response. The video was posted on the Vimeo website and [redacted] full name was listed. [redacted] stated the contract he signed with [redacted] b6 b7C MEDIA stated that only model names, not full names, would be associated with the video.

[redacted] immediately contacted VIMEO and requested they take the video down. VIMEO complied with the request without further issue and removed the video [redacted] informed he was then contact, via email, by [redacted] [redacted] on behalf of [redacted] MEDIA. [redacted] was unable to remember the details of the email but recall it making mention that he had made a mistake by having the video removed from the website.

[redacted] also informed that after the [redacted] he was invited to the [redacted] in Los Angeles, California. After multiple workouts and evaluations [redacted] The [redacted] b6 b7C that the organization was interested in his talents and would contact him in the near future. [redacted] believes that the representative googled his name and discovered the tickle video and chose not to "deal with the distraction".

Investigation on 03/09/2017 at Albuquerque, New Mexico, United States (In Person)

File # 9A-NY-2138377 Date drafted 03/14/2017

by [redacted] b6 b7C

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After this incident [redacted] googled himself again and discovered multiple websites in his name which contained links to the tickle video and other videos [redacted] deemed inappropriate. The websites also contained links to homosexual pornography sites. b6 b7C

[redacted] stated he has had to change his online and social media identity multiple times due to harassing emails and posts from who he believed to [redacted] MEDIA [redacted] stated he had no contact from who he believed to be [redacted] MEDIA until approximately July, 2016.

While using Thumbtack.com a website used by service providers and those needing services [redacted] who [redacted] was contacted by an individual who requested his services. The individual' s name was presented as [redacted] stated he lived in New York but had a home in Albuquerque and wanted [redacted] would not provide an address to the home in Albuquerque but requested an address from [redacted] explained he needed [redacted] address in order to mail payment.

[redacted] stated after this encounter he become extremely suspicious of [redacted] stated the way [redacted] wrote in his emails was very similar to how [redacted] MEDIA would write. As well as, [redacted] profile picture on attached to the email address, [redacted] was very similar to the profile picture attached to [redacted] email. Both profile pictures included an individual standing in front of a garden type background with two small dogs, one on either side of the individual. b6 b7C

[redacted] believed he has lost out on an [redacted] and has experienced severe emotional distress caused by the tactics of [redacted] MEDIA. [redacted] finds it hard to continue to [redacted] because he has to disclose and explain his online presence produced by [redacted] MEDIA. [redacted] informed that emails have been sent to past and potential employers suggesting [redacted] is a pedophile and should not be around children and that [redacted] would be a media distraction to their organization. b6 b7C

Model Release Agreement

The parties to this release agreement are:
The Model identified below and at the end of this agreement,
(Hereinafter collectively referred to as "the Model"),
Model Name:
Stage Name:
Physical Address:
Telephone and Email:
AND
Jane O'Brien Photography
(Hereinafter referred to as "the Photographer," duly representing Jane O'Brien Photography and authorized as agent to represent and sign legal documents for same)
Whereas, for valuable consideration hereby acknowledged as received, the Model grants the Photographer permission to photograph and/or film and sound record him or her and furthermore grants permission to use the resulting work ("the Work") according to the terms stated hereunder:

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1. Any permission granted to the Photographer shall extend to his/her successors, legal representatives, licensees and assignees and shall be irrevocable and perpetual without any further or additional claim for compensation by the Model. Compensation received will be paid to the Model on the day in a prearranged buy out, should such an arrangement be approved by the Photographer.
2. Use of the Work shall be unrestricted as to location, quantity or frequency, may be for any purpose and in any medium whatsoever, whether foreseen or unforeseen at this time, except where such use is in contravention of the law.
3. Permission is specifically granted for the Work to be edited, altered, distorted, used in whole or in part, in conjunction with other images, graphics, text and sound in any way whatsoever and without restrictions. **No video or photography taken of the model may be used in any media relating to fetish or pornography or on any websites or broadcasted media deemed to fall reasonably under such categorization.**
4. Permission herein granted is absolute and final and shall not be subject to further inspection or approval by the Models at any stage in the use of the Work.
5. Use of the Work may be in conjunction with the Model's own or fictitious names **at the Model's discretion. The Stage Name listed by the Model above, if any, will be used as default**

6. The Photographer shall own all rights in the Work which shall accrue to the benefit of his/her successors, legal representatives and assignees
7. The Model warrants having, read and understood this Model Release Agreement and warrant being of full legal age to enter into an agreement.
8. With full knowledge of the above, the Models hereby release and shall hold harmless the Photographer and his/her successors, legal representatives, licensees and assigns from all claims or damages including but not limited to defamation or violation of right of privacy or publicity, resulting from or associated with the use of the Work.
9. **The Model also understands that any and all details of production, personnel (on and off-set connected with the Project in any way) – and any NEGATIVE**

COMMENTARY THAT MIGHT BE RELATED TO SAME – shall said to be confidential and completely subject to non-disclosure. Activities that are parts and components of the Work may not be disclosed to any party without the Photographer's expressed permission so as to maintain the integrity of future endeavors.

10. The Model agree that the provisions contained herein shall be binding upon the Model and successors, legal representatives and assignees.

11. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of California and, should any provision of this Agreement be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever, except as prescribed by the Court

12. The parties agree that any or all parts of this agreement may be submitted to the other party in legible and recordable electronic form and upon acknowledgement of receipt by the receiving party shall become valid parts of the agreement.

13. The Model agrees not to discuss any aspect of his/her payment and compensation package with any other Model, agent, or entity apart from Jane O'Brien Photography and/or its agent(s) at any time. All information concerning payment for Work and Work-related expense is a matter of confidentiality between the Model and the Photographer.

14. The Model participates in any activity that is a part of this contracted appearance at his or her own risk and holds Jane O'Brien Photography and its agents save harmless from injury (temporary and/or permanent) or death.

15. The Model provides his or her signature below as being his or her affirmation of this Agreement.

Name: [redacted] Signature: [redacted] Date: 1/30/2012

Telephone Number: [redacted] E-mail address: [redacted]

Signed at Fat eye studio on this 30 day of Jan. 2012 at

Fat Eye Studio

230 Avenue 25

Los Angeles, CA. 90033

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b7C

Photographer's Signature: Jane J. O'Brien (Electronic) and Kevin Clarke (as agent for Jane O'Brien Photography) [redacted]

FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry 03/16/2017

[redacted] was contacted telephonically. After being advised of the identity of the interviewing Agent and the nature of the interview, [redacted] provided the following information:

[redacted] was advised interviewing agent was following up on a previous conversation he had with SA [redacted] was also advised that DAVID D'AMATO may have recently passed away, therefore the case would likely be closed. Should additional information be needed in the future, [redacted] stated he would make himself available. [redacted] believed JANE O'BRIEN MEDIA was one of several business fronts D'AMATO used to threaten victims and [redacted] corresponded with him as recently as 2013. All communications between [redacted] and D'AMATO will be preserved by [redacted] should they be needed in the future.

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b7C

Investigation on 03/16/2017 at Troy, Michigan, United States (Phone)

File # 9A-NY-2138377 Date drafted 03/16/2017

by [redacted]

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b7C

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FD-1057 (Rev. 5-8-10)

UNCLASSIFIED

FEDERAL BUREAU OF INVESTIGATION

Electronic Communication

Title: (U) Contact with [redacted] lawyer **Date:** 03/17/2017

From: LOS ANGELES
LA-C-1 (SSA [redacted]
Contact: [redacted]

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b7C
b7E

Approved By: SSA [redacted]

Drafted By: [redacted]

Case ID #: 9A-NY-2138377 (U) DAVID D'AMATO, JANE O'BRIEN MEDIA;
MULTIPLE VICTIMS;
AGGRAVATED OR OVERT THREATS

Synopsis: (U) Contact with [redacted]

Full Investigation Initiated: 02/27/2017

Details:

[redacted] was contacted via telephone regarding the intent to interview [redacted] was notified that the case had been put on hold for the time being and that there was no need to interview his client at this point in time.

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FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry 03/20/2017

On March 9, 2017, [redacted] (previously identified) provided FBI Special Agent [redacted] with emails and other correspondence related to [redacted] interaction with JANE O'BRIEN MEDIA. These emails are attached in the 1A section of this report.

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b7C

Investigation on 03/09/2017 at Albuquerque, New Mexico, United States (Email)

File # 9A-NY-2138377 Date drafted 03/17/2017

by [redacted]

b6
b7C

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Participant Appearance Contract

The parties to this Participant **Appearance Contract, hereinafter referred to as "{the} Contract") are:**

JANE O'BRIEN MEDIA, LLC (hereinafter referred to as "the Photographer")
AND:

Name: (Print completely):

Stage Name:

Date of Birth:

Physical Address:

Cell Phone:

E-mail address:

Airport used for travel to and from Los Angeles, California (if any):

Shoot Dates (including travel): 20-25th April, 2015

(The above hereinafter referred to as "the Participant")
The Participant agreeing to this document affirms that he will be present, on set, at the time and place specified on by the Photographer for participation in the contracted engagement, consisting of several episodes in which the Participant (while clothed, as directed) is restrained and tickled – and also functions as part of a team that tickles others in similar episodes **(hereinafter referred to as "Work.")**

If the Participant agrees to accept any or all of the type of all stated payments above and, for any reason, fails to complete the totality of activities expected in the Work, **including announced or ununannounced non-appearance, or termination after commencement of Work,** that Participant will be held entirely financially responsible and must reimburse the Photographer, in United States dollars, for any and all partial compensation, as above defined, extended by the Photographer to facilitate the Participant's appearance, which will be no less than travel expenses incurred by the Photographer to facilitate the Participant's appearance plus $100.00 USD to compensate the Photographer for depletion of its overall efficacy by virtue of diminished casting. Hotel expenses, to the degree irretrievable by Jane O'Brien Media, LLC., may be assessed also.

This Appearance Contract between Photographer and Participant is absolute, final, and unalterable, especially in terms of date, time and place of Participant's original commitment to be on set. This remains binding throughout every segment of the prescribed activity. Participant will and should not expect to

receive partial compensation if he/she fails to complete his or her expected Work product in its entirety.

While lodged at the expense of the Photographer, the Participant understands that occupancy of that lodging is for the sole and exclusive use of the Participant for purposes of furthering the Photographer's work interest, that being lodging to facilitate Work on-set The Participant is entirely barred from consumption of alcohol or any intoxicating substances for a period of fifteen hours prior to the stated time of the commencement of work.

Under no circumstances whatsoever may the Participant combine this appearance with other jobs, or job seeking (i.e. "gig joining") during any interval from arrival to departure.

The Participant understands that, once issued, no modification whatsoever is possible to his/her airline, train, or hotel reservations (if any).

Any modification, alteration or dissolution of this Contract is solely at the discretion of the Photographer and may not be assumed as mandatory by the Participant under any circumstance.

Any disputes regarding the terms of this Contract will be litigated in a Court of Appropriate Jurisdiction within the United States of America, State of California. Participant consents to the said jurisdiction and assumes any and all costs as resultant status of defendant unless directed otherwise by the Court. The Participant also agrees to waive the legal defense of *forum non-conveniens* as grounds in an attempt to avoid the jurisdiction of the Court.

Participant understands that he will receive compensation in the amount of (Contracted) USD for the Work referenced above, which includes reimbursement for meals and local authorized ground transportation. **All payments will be made in cash ~ once upon arrival (Contracted) ~ and again after completion of Work (Contracted), respectively. All payments are in United States Dollars.**

The Participant is contracted to receive $750.00 USD upon arrival and $1,750.00 USD upon completion of all Work. **This is binding and irrevocable. The Participant understands and acknowledges that his/her Release Contract on file from previous work (if any) remains in full force and effect.**

The Participant affixes his/her signature below in affirmation of this Contract:

_____	_____	_____
Name	Telephone & Email	Signature & Date

Signature of Photographer on this 4th day of March, 2015 (Updated)

Jane J. O'Brien (Electronic Signature) **Legal@JaneOBrienMedia.com**
Jane O'Brien Media, LLC

Participant: Please complete this Contract in fill and return it by FAX to: **1-347-429-9352**

[redacted](IMD) (FBI)

From: [redacted]
Sent: Tuesday, March 14, 2017 4:58 PM
To: [redacted](AQ) (FBI)
Subject: Fwd: Fw: Your video has been removed

---------- Forwarded message ----------
From: "Film Center Building - Legal" <TickleFilms@filmcenterbuilding.com>
Date: Aug 23, 2013 1:17 PM
Subject: Fw: Your video has been removed
To: "Rights (Vimeo)" <rights@vimeo.com>
Cc: <LetsTickleHim@gmail.com>[redacted] b6 b7C

Thank you for a prompt and fair determination. Additional sharing of material featuring [redacted] on Vimeo will comform to the standards belowand I guarantee that my client (your user: LetsTickleHim@gmail.com) will comply.

[redacted]
USA Counsel for Debbie Kuhn Photography

----- Original Message -----
From: Rights (Vimeo)
To: letstickletim@gmail.com
Cc: [redacted]
Sent: Friday, August 23, 2013 11:38 AM
Subject: Re: Your video has been removed

Please type your reply at the top of the email.

AUG 23, 2013 | 11:38AM EDT

Hi there,

Thanks for sending that along.

Our legal team has reviewed the document and it looks like we can indeed go ahead and restore the video. The release did however stipulate that only [redacted]s to be used, not his full name. Because of this, we have removed his last name from the title, description, and tags of the video.[redacted]

Please refrain from using [redacted] full name on Vimeo.com to avoid future confusion.

Sincerely,
[redacted] b6 b7C
Sr. Manager, Content + Community

How am I doing? Please rate your Vimeo Support experience.
Stay in touch! Vimeo Staff Blog | Facebook | Twitter | Tumblr
Microsoft
AUG 23, 2013 | 10:25AM EDT

Delivery has failed to these recipients or groups:

[redacted] b6 b7C

The server has tried to deliver this message, without success, and has stopped trying. Please try sending this message again. If the problem continues, contact your helpdesk.

Diagnostic information for administrators:

Generating server: IAC-EXMAIL.iac.corp

[redacted]

#550 4.4.7 QUEUE.Expired; message expired ##

Original message headers:

Received: from IAC-EXCASNY.iac.corp (192.168.25.205) by IAC-EXMAIL.iac.corp (192.168.25.76) with Microsoft SMTP Server (TLS) id 14.2.318.5; Wed, 21 Aug 2013 10:23:26 -0400
Received: fro[redacted]192.168.25.27) by webmail.iac.com (192.168.25.205) with Microsoft SMTP Server (TLS) id 14.2.318.5; Wed, 21 Aug 2013 10:23:25 -0400 b6 b7C
Date: Wed, 21 Aug 2013 14:23:25 +0000
From: "Rights (Vimeo)" <rights@vimeo.com>
Reply-To: "Rights (Vimeo)" <rights@vimeo.com>
To: <letstickleh[redacted]@gmail.com>
CC: [redacted]
<legal@filmcenterbuilding.com>[redacted]
Message-ID: <5214cbd7ae6f8_6718864fe818022@vimeo.desk.com>
In-Reply-To: <37D6CEEC68F041758CC52962BB059C7A@SMTP2>
Subject: Re: Your video has been removed
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="mimepart_5214cd5d88dfa_8a910a0fe013185"
X-Mailer: Desk.com Support Platform
Return-Path: rights@vimeo.com
X-Originating-IP: [192.168.25.27]

Film

AUG 23, 2013 | 11:04PM EDT

File attached; sorry for duplicate communication.
----- Original Message -----
From: Film Center Building - Legal
To[redacted]
Cc: LetsTickleHim@gmail.com[redacted] b6 b7C
Sent: Thursday, August 22, 2013 10:42 PM
Subject: Case # 265729 -[redacted]Allegation of Privacy Violation and Vimeo Takedown of Video Clip

I am United States counsel for [redacted] Photography in the USA.

Her Vimeo account is: [redacted]

I attach and submit the signed Model Release Agreement between complainant [redacted] and [redacted] Photography, a division of [redacted] Photography, authorizing the entire terms of videography release on the Public Entertainment, either on a free sharing site or for limited commercial purposes. It is called [redacted] b6 b7C
the actual document itself, not a picture or image of it.

I trust this will result in the reinstatement of the questioned Vimeo video in question for your satisfied Vimeo Pro User, who, thanks to Vimeo and her own creativity, enjoys a world following without equal.

Regards,
[redacted]

----- Original Message -----
From: Rights (Vimeo)
To: letstickleh1m@gmail.com
Cc: [redacted]
Sent: Thursday, August 22, 2013 10:30 AM
Subject: Re: Your video has been removed

Film

AUG 23, 2013 | 10:43PM EDT

I am United States counsel for [redacted] Photography in the USA.

Her Vimeo account is: [redacted]

I attach and submit the signed Model Release Agreement between complainant [redacted] and Jane O'Brien Photography, a division of [redacted] Photography, authorizing the entire terms of videography release on the Public Entertainment, either on a free sharing site or for limited commercial purposes. It is called [redacted] b6 b7C
the actual document itself, not a picture or image of it.

I trust this will result in the reinstatement of the questioned Vimeo video in question for your satisfied Vimeo Pro User, who, thanks to Vimeo and her own creativity, enjoys a world following without equal.

Regards,
[redacted]

----- Original Message -----
From: Rights (Vimeo)
To: letstickleh1m@gmail.com
Cc: [redacted]

Sent: Thursday, August 22, 2013 10:30 AM
Subject: Re: Your video has been removed

Film

AUG 23, 2013 | 09:40PM EDT

Hello,

I am in the process of scanning, in .PDF format, [redacted] original binding release.
I will format it to you as soon as possible.

[redacted] b6 b7C

Nederdietsen USA
----- Original Message -----
From: Rights (Vimeo)
To: jetstickleihim@gmail.com
Cc [redacted]
Sent: Thursday, August 22, 2013 10:30 AM
Subject: Re: Your video has been removed

AUG 22, 2013 | 10:30AM EDT

Hi there,

We haven't received a response from you, so I just wanted to verify that you received my email yesterday, which stated:

'Thanks for sending over these forms. Unfortunately these images are a bit small, and our team is not able to properly read the text. Could you attach readable PDF images? Thanks!'

Sincerely,

[redacted]

Sr. Manager, Content + Community

Stay in touch! Vimeo Staff Blog | Facebook | Twitter | Tumblr

Microsoft

AUG 21, 2013 | 02:26PM EDT

Delivery is delayed to these recipients or groups:

[redacted] b6 b7C

Subject: Re: Your video has been removed

This message hasn't been delivered yet. Delivery will continue to be attempted.

The server will keep trying to deliver this message for the next 1 days, 19 hours and 58 minutes. You'll be notified if the message can't be delivered by that time.

Microsoft

AUG 21, 2013 | 11:25AM EDT

mx.google.com rejected your message to the following e-mail addresses:

[redacted]

mx.google.com gave this error:
The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. Learn more at http://support.google.com/mail/bin/answer.py?answer=6596 x3si4720466qas.82 - gsmtp

The e-mail address you entered couldn't be found. Please check the recipient's e-mail address and try to resend the message. If the problem continues, please contact your helpdesk.

Diagnostic information for administrators:

Generating server: IAC-EXMAIL.iac.corp

[redacted] b6 b7C

mx.google.com #550-5.1.1 The email account that you tried to reach does not exist. Please try 550-5.1.1 double-checking the recipient's email address for typos or 550-5.1.1 unnecessary spaces. Learn more at 550 5.1.1 http://support.google.com/mail/bin/answer.py?answer=6596 x3si4720466qas.82 - gsmtp ##

Original message headers:

Received: from IAC-EXCASNY.iac.corp (192.168.25.205) by IAC-EXMAIL.iac.corp (192.168.25.76) with Microsoft SMTP Server (TLS) id 14.2.318.5; Wed, 21 Aug 2013 11:24:25 -0400
Received: from backend10.internal.desk.com (192.168.25.27) by webmail.iac.com (192.168.25.205) with Microsoft SMTP Server (TLS) id 14.2.318.5; Wed, 21 Aug 2013 11:24:23 -0400
Date: Wed, 21 Aug 2013 15:24:23 +0000
From: "Rights (Vimeo)" <rights@vimeo.com>
Reply-To: "Rights (Vimeo)" <rights@vimeo.com>
To: <letsticklehim@gmail.com>
CC [redacted] b6 b7C
Message-ID: <5214db4c50013_53c132a7e83246e@vimeo.desk.com>
In-Reply-To: <33E95222972D4FD2888D9BD4414BA74D@SMTP2>
Subject: Re: Your video has been removed
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="mimepart_5214dba7c5d0a_1772ed67f02084b"
X-Mailer: Desk.com Support Platform
Return-Path: rights@vimeo.com
X-Originating-IP: [192.168.25.27]
AUG 21, 2013 | 11:23AM EDT

Hi there,

Thanks for sending over these forms. Unfortunately these images are a bit small, and our team is not able to properly read the text. Could you attach readable PDF images? Thanks!

Sincerely,

[redacted] b6 b7C

Sr. Manager, Content + Community

Stay in touch! Vimeo Staff Blog | Facebook | Twitter | Tumblr

Let's

AUG 21, 2013 | 10:42AM EDT

Hi, there.

Thanks for such a prompt response.

A mutually signed release form is attached for your review. Not one participant on my Vimeo site is without one.

Thanks,

[redacted]

Attachments

Microsoft

AUG 21, 2013 | 10:24AM EDT

mx.google.com rejected your message to the following e-mail addresses:

[redacted] b6 b7C

mx.google.com gave this error:
The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. Learn more at http://support.google.com/mail/bin/answer.py?answer=6596 dj10si4069356qeb.28 - gsmtp

The e-mail address you entered couldn't be found. Please check the recipient's e-mail address and try to resend the message. If the problem continues, please contact your helpdesk.

Diagnostic information for administrators:

Generating server: IAC-EXMAIL.iac.corp

[redacted] b6 b7C

mx.google.com #550-5.1.1 The email account that you tried to reach does not exist. Please try 550-5.1.1 double-checking the recipient's email address for typos or 550-5.1.1 unnecessary spaces. Learn more at 550 5.1.1 http://support.google.com/mail/bin/answer.py?answer=6596 dj10si4069356qeb.28 - gsmtp ##

Original message headers:

Received: from IAC-EXCASNY.iac.corp (192.168.25.205) by IAC-EXMAIL.iac.corp (192.168.25.76) with Microsoft SMTP Server (TLS) id 14.2.318.5; Wed, 21 Aug 2013 10:23:26 -0400
Received: from backend04.internal.desk.com (192.168.25.27) by webmail.iac.com (192.168.25.205) with Microsoft SMTP Server (TLS) id 14.2.318.5; Wed, 21 Aug 2013 10:23:25 -0400
Date: Wed, 21 Aug 2013 14:23:25 +0000
From: "Rights (Vimeo)" <rights@vimeo.com>
Reply-To: "Rights (Vimeo)" <rights@vimeo.com>
To: <letsticklehim@gmail.com>
CC [redacted] b6 b7C
Message-ID: <5214cbd7ae6f8_6718864fe818022@vimeo.desk.com>
In-Reply-To: <37D6CEEC68F041758CC52962BB059C7A@SMTP2>
Subject: Re: Your video has been removed
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="mimepart_5214cd5d88dfa_8a910a0fe013185"
X-Mailer: Desk.com Support Platform
Return-Path: rights@vimeo.com
X-Originating-IP: [192.168.25.27]

AUG 21, 2013 | 10:23AM EDT

Hi there,

Thanks for reaching out.

We received a complaint from the subject of the video, [redacted] which stated that he did not authorize the online distribution of this film. If you can provide a release form, signed by [redacted] indicating that the video would be shared online, please send it over. Our legal team would be happy to take a look.

Thanks!

Sincerely,

[redacted] b6 b7C
Sr. Manager, Content + Community

Stay in touch! Vimeo Staff Blog | Facebook | Twitter | Tumblr

Let's

AUG 20, 2013 | 06:28PM EDT

Original message

The referenced video is displayed under specific contractual release.

The contract is available for your review. As the photographer and the legal copyright holder, I most civilly request that you restore this content to my available Internet collection for viewing. No privacy violation warrants the removal of this content under your TOS/AUP, by which I abide meticulously.

The video in question is my own work.

[redacted] Vimeo)
[redacted] b6
[redacted] hotography b7C
Amsterdam, Netherlands

From: Vimeo
Sent: Tuesday, August 20, 2013 5:30 PM
To [redacted]
Subject: Your video has been removed

To ensure delivery, add no-reply@vimeo.com to your address book.

Hello [redacted]

Your video "Quality Test: Upload of RAW Footage @ 1080p - [redacted] s Ticklish (Progressive Male Tickers - Face Down)" has been removed for violating our Guidelines. b6 b7C

Reason: Privacy complaint.

If you believe this was an error, please reply to this email in a civil manner with your reasoning ("I see other people do it" is not a valid reason).

Vimeo Guidelines

Regards,
Vimeo Staff

For your reference this is Case #: 2687729

[redacted](IMD) (FBI)

From: [redacted]
Sent: Thursday, March 9, 2017 6:15 PM
To: [redacted](AQ) (FBI)
Subject: Fwd: Re: Link
Attachments: appearance-contract-april2015.pdf; release-contract-april2015.pdf; [redacted]

b6
b7C

---------- Forwarded message ----------
From: [redacted]
Date: Nov 29, 2016 4:09 PM
Subject: Re: Link
To: [redacted]
Cc:

Dear [redacted]

I have attached 2 generic contracts, and also the one you signed, which we found on the files on D'Amato's public server we found.

Let me touch base with that lawyer first, and then I can put the two of you in touch to talk directly.

Cheers,
[redacted]

On Wed, Nov 30, 2016 at 4:35 AM, [redacted] wrote:

b6
b7C

> Have you by chance got your hands on one of the contracts they had us sign
>
> On Nov 29, 2016 6:44 AM, [redacted] wrote:
>
> > And thank you
> >
> > On Nov 29, 2016 6:44 AM, wrote:
> >
> > > Put the lawyer in touch with me please
> > >
> > > On Nov 28, 2016 9:02 PM, [redacted] wrote:
> > > Dear [redacted]
> > >
> > > Nice to hear from you.
> > >
> > > Here is a Vimeo of the film, for you and your lawyer. Please just keep it between the two of you.
> > >
> > > https://vimeo.com/181131054
> > > pw: thecatiscalledharrypotter

b6
b7C

I also have heard from an attorney in New York I could pass you onto, who has told me they may be interested in pursuing this, if a "victim" of D'Amato is considering taking action.

Let me know what your lawyer thinks.

[redacted]

On Tue, Nov 29, 2016 at 2:32 PM, [redacted] wrote:

b6
b7C

Do you still have a link to watch the film want to send it to my lawyer im gonna push for a lawsuit

--
+1 435 214 9975

--
+1 435 214 9975

[redacted](IMD) (FBI)

From: [redacted]
Sent: Tuesday, March 14, 2017 5:34 PM
To: [redacted](AQ) (FBI) b6 b7C
Subject: Fwd: Re[redacted]84 windows

---------- Forwarded message ----------
From [redacted]
Date: Jul 19, 2016 9:49 AM
Subject: Re:[redacted]84 windows
To [redacted]
Cc:

Ok.

On 7/19/16,[redacted] wrote:
> Unfortunately its not looking like it
> On Jul 19, 2016 9:32 AM [redacted] b6 b7C
> wrote:
>
>> He explained all that to me already,I have various occasions that I'd
>> like him to cover for me,this week and the next and the next nd so
>> on,so if he'll be able to do some of the jobs for me or one,I'd
>> appreciate,just need to find the best man for my jobs,not just for
>> today,but for tomorrow,so what do you think?can it be done next week
>> or the next?
>>
>> On 7/19/16,[redacted] wrote:
>> > This email address is the businesses so sometimes you get [redacted]
>> > but
>> > this is [redacted]everyone is out of town this week im sorry
>> > On Jul 19, 2016 9:20 AM, [redacted] b6 b7C
>> > wrote:
>> >
>> >> Hello [redacted]sorry I've not been able to each you for days now,I've really
>> >> been busy with a lot of things,remember it will be this saturday,but I
>> >> want you to know that my p.a will be sending the check this week,if
>> >> there is any changes about the wedding,I'll definitely let you know
>> >> asap,write me back and let me know.
>> >>
>> >> On 7/13/16,[redacted] wrote:
>> >> > Ok.
>> >> >
>> >> > On Wednesday, July 13, 2016,[redacted]
>> wrote:
>> >> >> I will our service tech check and get back with you
>> >> >>
>> >> >> On Jul 13, 2016 10:06 AM,[redacted] b6 b7C

>> [redacted]
>> >> > wrote:
>> >> >>>
>> >> >>> Oh Gosh,how about next week Friday or Saturday?
>> >> >>>
>> >> >>> On Wednesday, July 13, 2016, [redacted] b6 b7C
>> >> wrote:
>> >> >>> > Hello [redacted] this is [redacted] from 84 windows I talked personally
>> >> >>> > with
>> >> > the owner of our company and we can not work Saturdays. Would any
>> other
>> >> day
>> >> > this week work perhaps Friday?
>> >> >>> >
>> >> >>> > On Jul 12, 2016 11:20 AM, [redacted]
>> >> [redacted]
>> >> > wrote:
>> >> >>> >>
>> >> >>> >> How about on Saturday and also how much did you say you receive
>> >> again
>> >> > and by what means of payment?
>> >> >>> >> On Sun, Jul 10, 2016 at 6:13 PM, [redacted]
>> >> >>> >> [redacted] b6 b7C
>> >> >
>> >> > wrote:
>> >> >>> >>>
>> >> >>> >>> What day do you want the job done I do have this Tuesday and
>> >> > Thursday available
>> >> >>> >
>> >> >
>> >>
>> >
>>
>

From: [redacted]
To: [redacted] AQ) (FBI)
Subject: Fwd: Advisory....
Date: Tuesday, March 14, 2017 4:56:19 PM

b6
b7C

---------- Forwarded message ----------
From: [redacted] Tickling Website' [redacted]>
Date: Aug 20, 2013 11:04 PM
Subject: Advisory....
To: [redacted]
Cc:

[redacted] will be completely live and active within 24-48 hours. The skeleton is already visible to the world, as are the internal codes that immediately attract search engines. In about 7 days time, a search of [redacted] will list this website and it's contents first on Google, Yahoo, and other main engines.

b6
b7C

[redacted] is already showing here in in Europe

Additionally, Vimeo is reviewing a request to reinstate the video clip that you attempted to shoot down in addition to permitting the addition of more content.

[redacted]

Participant Release Agreement

Shoot Dates: 20-25th April, 2015

The parties to this release agreement are listed below:

The Models identified below, individually and collectively (hereinafter "Participant") and at the end of this agreement,

Full Names:

Date of Birth:

Physical Address:

Telephone Number

Email address:

Airport Used for Travel (if any):

AND

Jane O'Brien Media, LLC. (Legal@JaneOBrienMedia.com)

(Hereinafter referred to as "the Photographer," duly representing Jane O'Brien Media, LLC. and authorized as agent to represent and sign legal documents for same)

Whereas, for valuable consideration hereby acknowledged as received, the Participant grants the Photographer permission to photograph and/or film and sound record him or her and furthermore grants permission to use the resulting work; Competitive Reality Tickling videography ("the Work") according to the terms stated hereunder:

1. Any permission granted to the Photographer shall extend to his/her successors, legal representatives, licensees and assignees and shall be irrevocable and perpetual without any further or additional claim for compensation by the Participant. Compensation received will be paid to the Participant on the day in a prearranged buy out, should such an arrangement be approved by the Photographer.

2. Use of the Work shall be unrestricted as to location, quantity or frequency, may be for any purpose and in any medium whatsoever, whether foreseen or unforeseen at this time, except where such use is in contravention of the law or restriction by subsequent contractual language that may be found in another document ("the Release"). Any and all terms of the Release shall be deemed null and void if this Contract should be breached, in whole or in part.

3. Permission is specifically granted for the Work to be edited, altered, distorted, used in whole or in part, in conjunction with other images, graphics, text and sound in any way whatsoever and without restrictions. No video or photography taken of the model may or will be distributed as first-party media relating to fetish or pornography or to any websites or broadcasted media deemed to fall reasonably under such categorization.

4. Permission herein granted is absolute and final and shall not be subject to further inspection or approval by Participant at any stage in the use of the Work.

5. Use of the Work may be in conjunction with the Participant's own or fictitious names at the Participant's discretion. The Stage Name listed by the Model above, if any, will be used as default unless Participant fails to complete all episodes of work product.

6. The Photographer shall own all rights in the Work which shall accrue to the benefit of his/her successors, legal representatives and assignees

7. The Participant warrants having, read and understood this Participant/Model Release Agreement and warrant being of full legal age to enter into an agreement.

8. With full knowledge of the above, the Participant hereby releases and shall hold harmless the Photographer and his/her successors, legal representatives, licensees and assigns from all claims or damages including but not limited to defamation or violation of right of privacy or publicity, resulting from or associated with the use of the Work.

9. The Participant also understands that any and all details of production, personnel (on and off-set connected with the Project in any way) – and any NEGATIVE COMMENTARY THAT MIGHT BE RELATED TO SAME – shall said to be confidential and completely subject to non-disclosure. Activities that are parts and components of the Work may not be disclosed to any party without the Photographer's expressed permission so as to maintain the integrity of future endeavors.

10. The Participant agrees that the provisions contained herein shall be binding upon his/her successors, legal representatives and assignees.

11. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of California and, should any provision of this Agreement be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever, except as prescribed by the Court

12. The parties agree that any or all parts of this agreement may be submitted to the other party in legible and recordable electronic form and upon acknowledgement of receipt by the receiving party shall become valid parts of the agreement.

13. The Participant agrees not to discuss any aspect of his/her payment and compensation package with any other Participant, Model, agent, manager, or entity apart from [redacted] Media and/or its agent(s) at any time. All information concerning payment for Work and Work-related expense is a matter of confidentiality between the Participant and the Photographer. b6 b7C

14. The Participant participates in any activity that is a part of this contracted appearance at his or her own risk and holds Jane O'Brien Media and its agents save harmless from injury (temporary and/or permanent) or death.

15. The Participant provides his or her signature below as being his or her affirmation of this Agreement.

Name: _____ Signature: _____ Date: _____

Telephone Number:_____ E-mail address: _____

Signed at _____ on this ___day of _____20___ at:

Acknowledged:

Jane J. O'Brien (Electronic Signature) (Legal@JaneOBrienMedia.com) 4 March, 2015

This contract may be returned by FAX to: 1-347-429-9352

[redacted](IMD) (FBI)

From: [redacted]
Sent: Thursday, March 9, 2017 10:57 PM
To: [redacted](AQ) (FBI)
Subject: TICKLED LInk

Hi [redacted] b6 b7C

[redacted] has relayed to us that you'd like a link to the film... Here is a Vimeo link you can use:

[redacted]

Let me know if this isn't suitable for any reason and I may be able to supply it in some alternate version.

There is also a short follow up we made for HBO, but I'm afraid I don't have a screener currently, but if you have access to an HBO Go or HBO Now account you can watch here:

http://tickledmovie.com/tickleking/go (HBO Go)
http://tickledmovie.com/tickleking/now (HBO Now)

Cheers,

[redacted]

[redacted] b6 b7C

[redacted](IMD) (FBI)

From: [redacted]
Sent: Tuesday, March 14, 2017 5:30 PM
To: [redacted](AQ) (FBI)
Attachments: Screenshot_2016-12-31-17-39-33.png

b6
b7C

U can see that the YouTube channel is clearly not me

FD-302 (Rev. 5-8-10)

FEDERAL BUREAU OF INVESTIGATION

Date of entry 03/20/2017

On March 18, 2017 at approximately 4:40 P.M., [redacted] (Protect Identity from anyone out side of the FBI), was contacted on the telephone by the writer. [redacted] was advised of the the identity of the interviewing Agent and the nature of the interview.

b6
b7C
b7D

As requested by the New York Field Office, [redacted] was notified that the subject of this case was deceased and the New York Field Office was subsequently closing the case.

Investigation on 03/18/2017 at Palm Springs, California, United States (Phone)

File # 9A-NY-2138377 Date drafted 03/18/2017

by [redacted]

b6
b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-1036 (Rev. 10-16-2009)

UNCLASSIFIED

FEDERAL BUREAU OF INVESTIGATION

Import Form

Form Type: PoliceRpt **Date:** 03/21/2017

Title: (U) Nassau County Police Department report - David D'AMATO

Approved By: SSA [redacted] b6 b7C

Drafted By: [redacted]

Case ID #: 9A-NY-2138377 (U) DAVID D'AMATO, JANE O'BRIEN MEDIA; MULTIPLE VICTIMS; AGGRAVATED OR OVERT THREATS

Synopsis: (U) To import into case file Nassau County Police Department's report regarding the natural homicide of DAVID D'AMATO on March 13, 2017.

♦♦

UNCLASSIFIED

NASSAU COUNTY POLICE DEPT
CASE REPORT -PDCN 32SJ - 217CR0012876

Sector 607 Level 9
NOT REVIEWED

CORE DATA

Case Report# 217CR0012876
Other# DD3-1406-17 NH
Master CR#
Classification
Ranking
Reported As HOMICIDE NATURAL
Time Reported (MON) 03/13/2017 14:12
Taken By 5959CLIVI
Reported How 911
Time of Occurrence 03/13/2017 12:31 (MON) To
Injuries N
Weapons N
Stolen Property$ Stolen Vehicle$
Damaged Property$ Damaged Vehicle$
Scene 92 GRISTMILL LN PLANDOME HEIGHTS
Sector 607
Premise 01
Time Dispatched 03/13/2017 12:22 (MON)
Time On Scene 03/13/2017 12:26 [redacted] b6 b7C
Time Cleared Scene
Assigned To
Cleared

MORE CORE

Pattern
Time-Of-Day U
Weather Condition U
Forms Prepared 32F

NAMES

AIDED DAMATO, DAVID M WN DOB 07/04/1961 SocSec U
Address 92 GRISTMILL LN PLANDOME HEIGHTS, NY Home Phone 516-627-0497
Employer Occupation Work Phone 516-321-9258
State#/NCIC# / Arrest# Deposed N
Gang ID How/By

[redacted] b6 b7C

MAR. 20. 2017 4:34PM NO. 436 P. 1

Sector 607 Level 9
NOT REVIEWED

NAMES (continued...)

[redacted]

PRELIMINARY WRITTEN BY 9559MANNI ON 03/13/2017

Police Officers were called on scene for a 911 call received by Other, [redacted] at approximately 1222 hours. Upon arrival, police found Aided, David Damato unconscious, unresponsive and stages of rigor mortis. The Aided was pronounced at the scene by Police Medic [redacted] at 1231 hours. Medical Examiner Czverkus on scene. Police Medic [redacted] responded and transported body to the Medical Examiner's Office. Desk Officer, Lt. [redacted] notified.

b6
b7C

Detectiv [redacted] on scene.
Medical Examiner [redacted] is on scene and will sign death certificate.

RMP 607